

PUBLIC VERSION

Pole and Conduit Rental Calculation Information		
(Dollars in thousands & Operational Data in whole numbers)		
COMPANY: AT&T / BELLSOUTH CORPORATION		
STUDY AREA: ALABAMA		
PERIOD: From: Jan 2017 To: Dec 2017		
COSA: SCAL		
SUBMISSION: 1		
Page 1 of 1		
Row	Row Title (a)	Amount (b)
Financial Information (\$000)		2017
100	Telecommunications Plant-in-Service	5,766,734
101	Gross Investment - Poles	219,434
102	Gross Investment - Conduit	193,859
200	Accumulated Depreciation - Total Plant-in-Service	4,314,272
201	Accumulated Depreciation - Poles	164,101
202	Accumulated Depreciation - Conduit	86,973
301	Depreciation Rate - Poles	4.40
302	Depreciation Rate - Conduit	1.70
401	Net Current Deferred Operating Income Taxes - Poles	-
402	Net Current Deferred Operating Income Taxes - Conduit	-
403	Net Current Deferred Operating Income Taxes - Total	-
404	Net Non-Current Deferred Operating Income Taxes - Poles	8,607
405	Net Non-Current Deferred Operating Income Taxes - Conduit	7,604
406	Net Non-Current Deferred Operating Income Taxes - Total	226,186
501.1	Pole Maintenance Expense	1,300
501.2	Pole Rental Expense	29,410
501	Pole Expense	30,710
502.1	Conduit Maintenance Expense	1,467
502.2	Conduit Rental Expense	-
502	Conduit Expense	1,467
503	General & Administrative Expense	(23,785)
504	Operating Taxes	183,396
Operational Data (Whole numbers)		
601	Equivalent Number of Poles	414,140
602	Conduit System Trench Kilometers	3,120
603	Conduit System Duct Kilometers	18,093
700	Additional Rental Calculation Information	N/A

PUBLIC VERSION

Pole and Conduit Rental Calculation Information		
(Dollars in thousands & Operational Data in whole numbers)		
COMPANY: AT&T / BELLSOUTH CORPORATION		
STUDY AREA: ALABAMA		
PERIOD: From: Jan 2018 To: Dec 2018		
COSA: SCAL		
SUBMISSION: 1		
Page 1 of 1		
Row	Row Title (a)	Amount ¹ (b)
Financial Information (\$000)		2018
100	Telecommunications Plant-in-Service	3,646,730
101	Gross Investment - Poles	159,966
102	Gross Investment - Conduit	81,262
200	Accumulated Depreciation - Total Plant-in-Service	739,814
201	Accumulated Depreciation - Poles	67,314
202	Accumulated Depreciation - Conduit	17,202
301	Depreciation Rate - Poles	3.18%
302	Depreciation Rate - Conduit	2.44%
401	Net Current Deferred Operating Income Taxes - Poles	0
402	Net Current Deferred Operating Income Taxes - Conduit	0
403	Net Current Deferred Operating Income Taxes - Total	0
404	Net Non-Current Deferred Operating Income Taxes - Poles	26,597
405	Net Non-Current Deferred Operating Income Taxes - Conduit	13,511
406	Net Non-Current Deferred Operating Income Taxes - Total	606,329
501.1	Pole Maintenance Expense	2,938
501.2	Pole Rental Expense	29,859
501	Pole Expense	32,797
502.1	Conduit Maintenance Expense	1,137
502.2	Conduit Rental Expense	-
502	Conduit Expense	1,137
503	General & Administrative Expense	89,946
504	Operating Taxes	95,161
Operational Data (Whole numbers)		
601	Equivalent Number of Poles	414,617
602	Conduit System Trench Kilometers	3,202
603	Conduit System Duct Kilometers	18,573
700	Additional Rental Calculation Information	0
1	Financial values reported on a GAAP basis beginning with 2018 data (per FCC decision 17-15).	

EXHIBIT E-3

OUTSIDE PLANT ENGINEERING HANDBOOK

August 1994

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AT&T Network Systems Customer Education & Training

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PUBLIC VERSION

CABLE AND WIRE PIC CABLE DIAMETERS, WEIGHTS, AND REEL LENGTHS

Self-Supporting Cable (Air Core)

AT&T 626-101-005

These self-supporting cables feature a 6.6M galvanized steel support strand and are for aerial use in exchange plant.

SELF-SUPPORTING CABLE (AIR CORE)									
Cable Code	No. Of Pairs	AWG	Availability	Standard Length #420 Reel Ft.(m)	Nominal Outside Dia. In.(mm)		Nominal Weight		Comcode
					Major	Minor	Lbs./Ft.	Gr./m	
BHBS	0025	19	S	4860(1482)	1.37(35)	0.91(23)	0.47	699	100022979
	0050*	19	S	4860(1482)	1.63(41)	1.17(30)	0.74	1101	101452068
BHAS	0025	22	S	9810(2991)	1.17(30)	0.71(18)	0.33	491	100022045
	0050	22	S	6540(1994)	1.37(45)	0.91(23)	0.46	685	100022052
	0100*	22	S	4900(1494)	1.63(41)	1.17(30)	0.74	1101	101452084
BKMS	0025	24	S	11340(3457)	1.05(27)	0.59(15)	0.28	417	100023944
	0050	24	S	8500(2591)	1.23(31)	0.77(20)	0.37	551	100023951
	0100*	24	S	6800(2073)	1.45(37)	0.99(25)	0.56	833	101452100
	0200*	24	S	4250(1296)	1.69(43)	1.23(31)	0.88	1310	101452126
BKTS	0025	26	S	10580(3225)	0.97(25)	0.51(13)	0.26	387	101452134
	0050	26	S	10580(3225)	1.13(29)	0.67(17)	0.31	461	100024926
	0100	26	S	8820(2689)	1.27(32)	0.81(21)	0.42	625	100024934
	0200*	26	S	5870(1790)	1.49(38)	1.03(26)	0.64	952	101452167
	0300*	26	S	4800(1464)	1.63(41)	1.17(30)	0.83	1235	101452175
	0600	26	NS	1865(569)	2.33(59)	1.87(47)	1.41	2098	106638158
*Bonded aluminum shield.									
Notes: 1. AWG metric equivalent: 19 Ga = 0.9 mm, 22 Ga = 0.6 mm, 24 Ga = 0.5 mm, 26 Ga = 0.4 mm. 2. Pulling eyes are not available. 3. Longer lengths are available: contact an AT&T Sales Representative.									

CABLE AND WIRE
PIC CABLE DIAMETERS, WEIGHTS, AND REEL LENGTHS

Alpeth Sheath (Air Core)

These cables are primarily designed for aerial use. *They should not be used for buried installation.* If the environment where they are being installed is subject to sheath damage due to wildlife, etc., the Alpeth-UM design shown on Page 14-16 should be used.

ALPETH SHEATH (AIR CORE)								
Cable Code	No. Of Pairs	AWG	Availability	Standard Length #420 Reel Ft.(m)	Nominal Outside Dia. In.(mm)	Nominal Weight		Comcode
						Lbs./Ft.	Gr./m	
BHBA	0025	19	S	9720(2963)	0.82(21)	0.33	491	100022151
	0050	19	NS	4860(1482)	1.09(28)	0.59	878	100022185
	0100	19	NS	3240(988)	1.48(38)	1.12	1667	100022243
	0200	19	NS	2400(732)	1.97(50)	2.18	3244	100022300
	0300	19	NS	1590(485)	2.36(60)	3.21	4777	100022334
BHAA	0025	22	S	9810(2991)	0.62(16)	0.19	283	100021146
	0050	22	S	9810(2991)	0.80(20)	0.33	491	100021179
	0100	22	S	4900(1494)	1.09(28)	0.60	893	100021237
	0200	22	S	3920(1195)	1.45(37)	1.13	1682	100021294
	0300	22	S	3270(997)	1.68(43)	1.67	2485	100021328
	0400	22	S	2170(662)	1.93(49)	2.18	3244	100021351
	0600	22	S	1360(415)	2.28(58)	3.21	4777	100021385
	0900	22	S	1190(363)	2.82(72)	4.75	7069	103711339
BKMA	025	24	S	11340(3457)	0.58(15)	0.13	193	100023043
	0050	24	S	10200(3109)	0.70(18)	0.22	327	100023076
	0100	24	S	8500(2591)	0.88(22)	0.39	580	100023134
	0200	24	S	5430(1656)	1.18(30)	0.72	1071	100023191
	0300	24	S	4240(1293)	1.38(35)	1.05	1563	100023225
	0400	24	S	3770(1150)	1.53(39)	1.39	2069	100023258
	0600	24	S	2390(729)	1.87(47)	2.03	3021	100023282
	0900	24	S	1670(510)	2.31(59)	2.97	4420	100023316
	1200	24	S	1360(415)	2.53(64)	4.00	5953	103711313
	1500	24	S	1020(311)	2.86(73)	4.95	7366	103711305
	1800	24	S	910(278)	3.04(77)	5.92	8810	103711297

PUBLIC VERSION

CABLE AND WIRE PIC CABLE DIAMETERS, WEIGHTS, AND REEL LENGTHS

ALPETH SHEATH (AIR CORE) (Contd)								
Cable Code	No. Of Pairs	AWG	Avall-ability	Standard Length #420 Reel Ft.(m)	Nominal Outside Dia. In.(mm)	Nominal Weight		Comcode
						Lbs./Ft.	Gr./m	
BKTA	0025	26	NS	10580(3225)	0.52(13)	0.10	149	100024025
	0050	26	S	10580(3225)	0.58(15)	0.16	238	100024058
	0100	26	S	10580(3225)	0.70(18)	0.27	402	100024116
	0200	26	S	8820(2689)	0.94(24)	0.48	714	100024173
	0300	26	S	7500(2287)	1.09(28)	0.70	1042	100024207
	0400	26	S	5240(1598)	1.29(33)	0.91	1354	100024231
	0600	26	S	3720(1134)	1.54(39)	1.33	1979	100024264
	0900	26	S	2610(796)	1.81(46)	1.94	2887	100024298
	1200	26	S	2140(653)	2.01(51)	2.54	3780	103711248
	1500	26	S	1430(436)	2.28(58)	3.15	4688	103711255
	1800	26	S	1430(436)	2.42(61)	3.75	5581	103711412
	2100	26	NS	1160(354)	2.61(66)	4.35	6473	103711404
	2700	26	NS	910(278)	2.90(74)	5.56	8274	103711396
Notes: 1. AWG metric equivalent: 19 Ga = 0.9 mm, 22 Ga = 0.6 mm, 24 Ga = 0.5 mm, 26 Ga = 0.4 mm. 2. Pulling eye available on all pair sizes. 3. Longer lengths are available: contact an AT&T Sales Representative.								

PUBLIC VERSION

CABLE AND WIRE FIBER OPTIC OUTSIDE PLANT CABLE

The physical characteristics of AT&T Fitel fiber optic cables are shown below:

PHYSICAL CHARACTERISTICS OF AT&T Fitel CABLE			
Fiber Count *	Nominal Outside Dia. In. (mm)	Nominal Weight lb/kft. (kg/km)	Maximum Pulling Tension (lbs)
Single Jacket			
2-36	0.45 (11.5)	76 (113)	600
38-72	0.51 (12.9)	98 (146)	600
74-96	0.59 (14.9)	131 (195)	600
98-120	0.67 (16.9)	168 (250)	600
122-144	0.75 (19.0)	211 (314)	600
Single Armor, Double Jacket			
2-36	0.59 (15.1)	160 (238)	600
38-72	0.65 (16.5)	189 (282)	600
74-96	0.73 (18.5)	235 (349)	600
98-120	0.81 (20.5)	284 (423)	600
122-144	0.89 (22.6)	339 (505)	600
Double Armor, Triple Jacket			
2-36	0.77 (19.5)	282 (420)	600
38-72	0.82 (20.9)	323 (481)	600
74-96	0.90 (22.9)	382 (569)	600
98-120	0.98 (24.9)	446 (664)	600
122-144	1.06 (27.0)	515 (767)	600
* Information on higher fiber counts (146-216) is available upon request.			
Note: All physical dimensions refer to dielectric central member. Multimode fibers also available.			

EXHIBIT E-4

10M Strand - Medium Loading Region
(Based on NESC Rule 232)

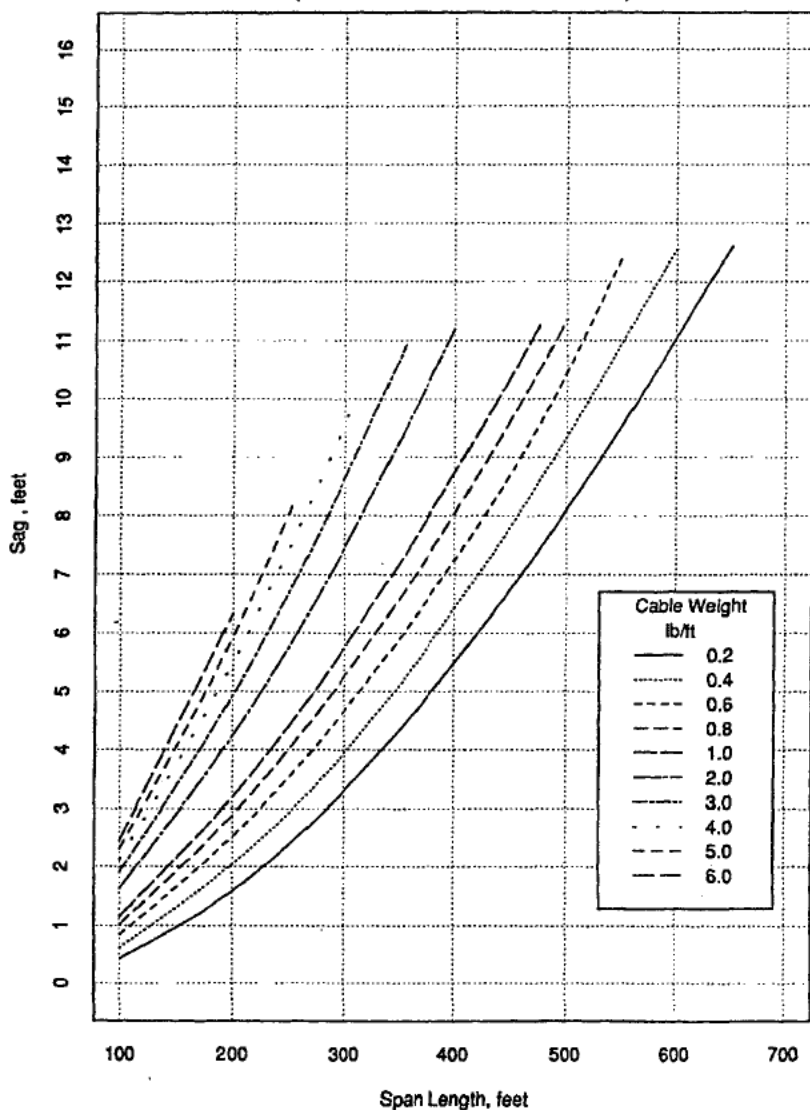


EXHIBIT E-5

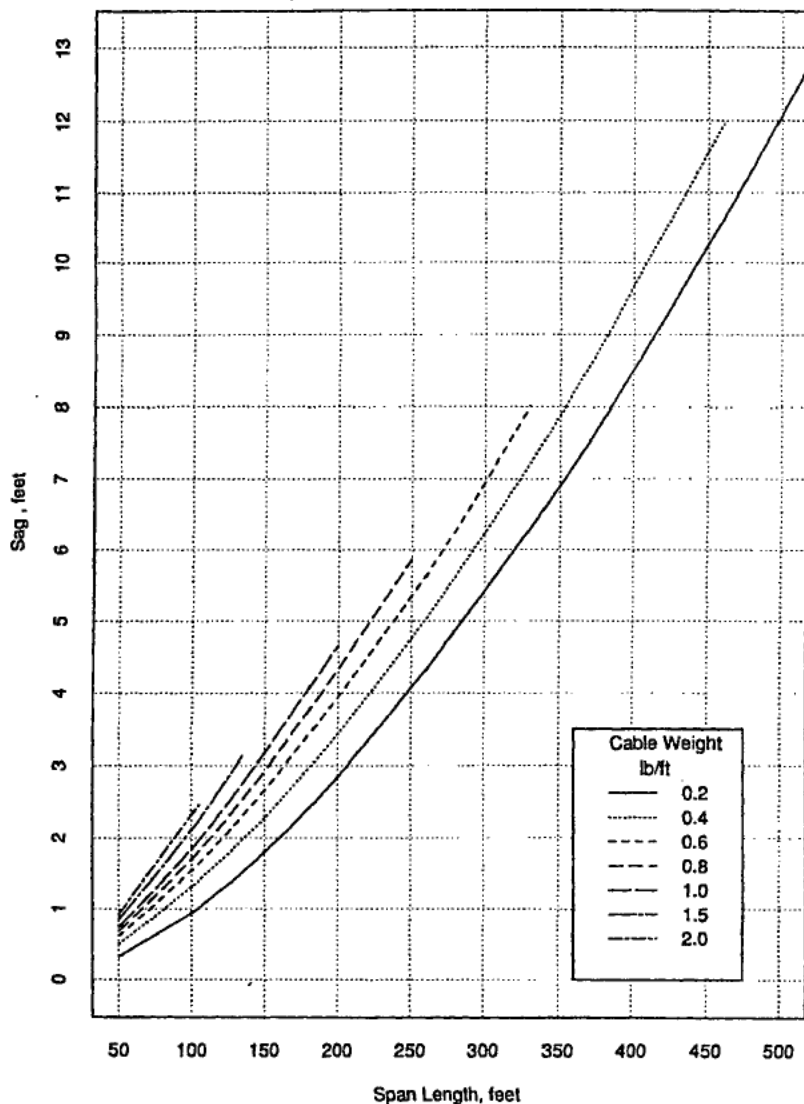
6.6 M Strand - Medium Loading Region
(Based on NESC Rule 232)

EXHIBIT E-6

Cable Sags

AT&T 627-210-018

Significant changes concerning vertical clearances were made in the 1990 edition of the National Electrical Safety Code (NESC). Primarily, rather than specify the minimum vertical clearance under nominal operating conditions, that is, no load conditions at 60°F (15.5°C), NESC Rule 232 specifies that vertical clearances apply during maximum sag conditions. For telephone cable, maximum sag may occur at either the high-temperature condition of 120°F (48.9°C) or at 32°F (0°C) with an ice load. The condition that results in the largest cable sag must be used with the minimum clearance requirements to determine the required pole attachment height.

The expected worse-case sag for copper cable supported by 6M, 6.6M, 10M, 16M, and 25M strand in the light, medium, and heavy storm-load region is shown in the following graphs. The sag is based on the recommended stringing-tension shown in the table on page 10-39.

To use the graphs, first select the one that applies to the particular strand and storm-load region of interest. Next, select the curve on the graph that corresponds to the proper cable weight. Cable weights are shown in AT&T 626-101-005 and 626-xxx-xxx and in Section 14, "CABLE AND WIRE" of this document. Locate the span length of interest on the horizontal axis, and draw a vertical line from that point to the appropriate cable-weight curve. From that point, draw a horizontal line that intersects with the vertical axis. This point on the vertical axis corresponds to the worse-case sag condition.

This worse-case sag must be added to the minimum required vertical clearance (see Section 11, "CLEARANCES FOR AERIAL PLANT") to determine the minimum pole-attachment height for that particular combination of cable weight, span length, strand, and storm-load region.

EXHIBIT E-7



AT&T Drip Loop under terminal 12'10"

AT&T NC-25 Terminal 13'2"-14'10"

AT&T Cables 15'10" – 1-'1"

AT&T Drops 23'7"



AT&T Drip Loops 19'10"

AT&T NC-25 Terminal 20'11" to 20'3"

AT&T Drops 23'6" to 24'6"

AT&T Cable 24'6"



AT&T Multiple Service Terminals and Drop Drip Loops below Cable



[REDACTED]

AT&T Drop Drip Loop 15'9"

AT&T NC Terminal 16'10" – 18' 0"

AT&T Cable Attachment – 19'1"

EXHIBIT E-8

OUTSIDE PLANT ENGINEERING HANDBOOK

August 1994

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Cable Sags

AT&T 627-210-018

Significant changes concerning vertical clearances were made in the 1990 edition of the National Electrical Safety Code (NESC). Primarily, rather than specify the minimum vertical clearance under nominal operating conditions, that is, no load conditions at 60°F (15.5°C), NESC Rule 232 specifies that vertical clearances apply during maximum sag conditions. For telephone cable, maximum sag may occur at either the high-temperature condition of 120°F (48.9°C) or at 32°F (0°C) with an ice load. The condition that results in the largest cable sag must be used with the minimum clearance requirements to determine the required pole attachment height.

The expected worse-case sag for copper cable supported by 6M, 6.6M, 10M, 16M, and 25M strand in the light, medium, and heavy storm-load region is shown in the following graphs. The sag is based on the recommended stringing-tension shown in the table on page 10-39.

To use the graphs, first select the one that applies to the particular strand and storm-load region of interest. Next, select the curve on the graph that corresponds to the proper cable weight. Cable weights are shown in AT&T 626-101-005 and 626-xxx-xxx and in Section 14, "CABLE AND WIRE" of this document. Locate the span length of interest on the horizontal axis, and draw a vertical line from that point to the appropriate cable-weight curve. From that point, draw a horizontal line that intersects with the vertical axis. This point on the vertical axis corresponds to the worse-case sag condition.

This worse-case sag must be added to the minimum required vertical clearance (see Section 11, "CLEARANCES FOR AERIAL PLANT") to determine the minimum pole-attachment height for that particular combination of cable weight, span length, strand, and storm-load region.

**Vertical Clearances Above Ground, Roads, Rails, Roofs,
Water, Etc.**

NESC Rule 232—Tables 232-1 and 234-1

The vertical clearances shown in the following table apply under the following temperature and loading conditions, whichever produces the largest final sag.

1. 120°F (48.8°C), no wind displacement
2. The maximum conductor temperature for which the line is designed to operate, if greater than 120°F (48.8°C), with no wind displacement (Not applicable to telephony cable.)
3. 32°F (0°C), no wind displacement, with radial ice thickness specified in Rule 250B for the loading district concerned.

Maximum expected sags that correspond to the above conditions for copper-pair cables are given in Section 10, "AERIAL PLANT."

Crossing Over:	Clearance Ft. (m)
Railroad tracks (except electrified railroads using overhead trolley conductors)	23.5 (7.2) ^a
Roads, streets, and other areas subject to truck traffic ^c	15.5 (4.7) ^d
Driveways, parking lots, and alleys	15.5 (4.7) ^{b, d}
Other land traversed by vehicles such as cultivated, grazing, forest, orchard, etc.	15.5 (4.7)
Roofs accessible to vehicular traffic, but not subject to truck traffic	10.5 (3.2)
Roofs accessible to truck traffic	15.5 (4.7)
Balconies and roofs, accessible to pedestrians only	10.5 (3.2)
Roofs not accessible via doorways, ramps, stairways, or permanently-mounted ladders	3.0 (.9)
Spaces and ways subject to pedestrians only	9.5 (2.9)
Roofs not readily accessible to pedestrians	3.0 (.9)
Water areas not subject to sailboating ^f	14 (4.3)
Other water areas with unobstructed area ^f	
— less than 20 acres	17.5 (5.3)
— 20 to 200 acres	25.5 (7.8)
— 200 to 2000 acres	31.5 (9.6)
— over 2000 acres	37.5 (11.4)
Sailboat rigging and launching areas serving water areas listed above	5 (1.5) more than above
Running Along (But Not Overhanging):	
Roads, streets, or alleys	15.5 (4.7) ^{d, g}
Rural roads	13 (4.0) ^h
Note: See next page for letter references, for example, ^a .	

Letter references from table on previous page.

- a. May be reduced by an amount equal to the difference between the highest loaded car and 20 feet (6.1 m).
 - 1. For railroads, such as mining or logging railroads, which handle only cars lower than standard freight cars. In this case clearance must be at least 15.5 feet (4.7 m).
 - 2. Adjacent to tunnels and overhead bridges which restrict car height, if mutually agreed by parties concerned.
- b. If the height of attachment to a building does not permit this clearance the clearance may be reduced to 11.5 feet (3.5 m).
- c. A truck is defined as any vehicle over 8 feet (2.4 m) high.
- d. May be reduced to 15 feet (4.6 m) running along or crossing over alleys, driveways, and parking lots.
- e. For guys and service drops insulated against the highest voltage to which they are exposed (up to 8700 volts), clearance may be reduced to 16 feet (4.9 m) at the side of the traveled way, provided that 18 feet (5.5 m) is maintained at the center. **This reduction does not apply to arterial streets and highways.**
- f. If uncontrolled, the surface area is based on annual high water marks and clearances are based on normal flood level. If controlled, the surface area and clearances are based on the design high-water level. For rivers, streams, and canals, clearance is based on the largest one-mile-long segment which includes the crossing. Clearance over a waterway providing access for sailboats to a larger body of water shall be that required for the larger body. Where vessel height is restricted by an overwater obstruction, clearances may be reduced to 1.5 feet (.5 m) higher than the obstruction. Where the U.S. Army Corps of Engineers has issued a permit, the clearances of that permit shall govern.
- g. May be reduced to 15 feet (4.6 m) where poles are located beyond the cars or other deterrent to vehicular traffic.

- h. May be reduced to 9.5 feet (2.9 m) if the cable line is located relative to fences, ditches, embankments, etc., so that vehicular traffic is not expected.

Pole Attachment Height Formula

The following formula can be used to obtain pole attachment height for copper cable.

Pole attachment height = minimum clearance required + maximum cable sag

To use the above formula:

- Determine minimum clearance required from previous table.
- Determine storm loading area from Page 10-7 in Section 10, "AERIAL PLANT."
- Obtain weight of cable from tables in Section 14, "CABLE AND WIRE."
- Obtain maximum cable sag from charts beginning on Page 10-41 in Section 10, "AERIAL PLANT."

For example:

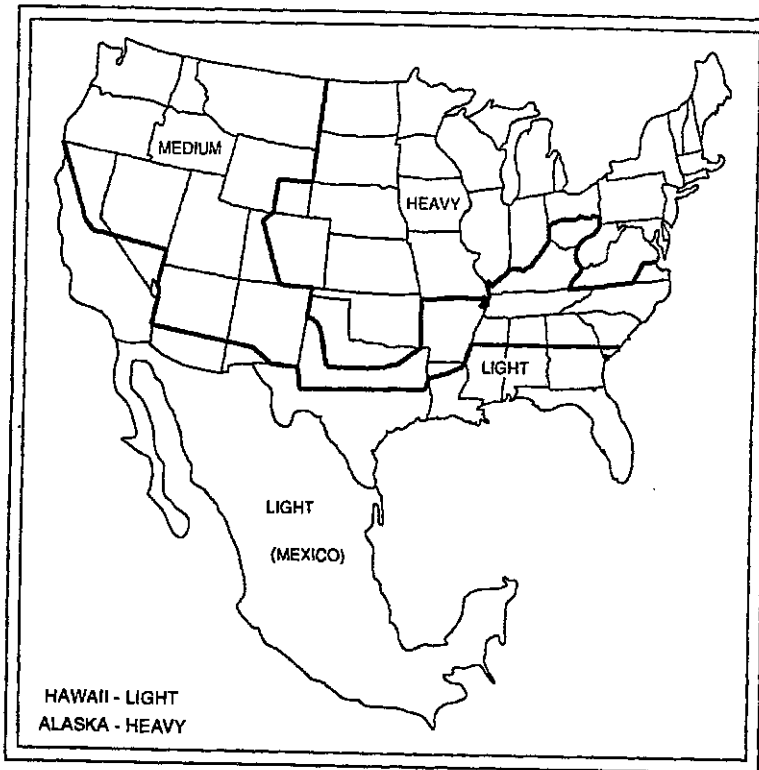
What is the pole attachment height for a BKMA-200 type cable on 6.6M strand spanning 150 ft (45.7 m) crossing over a public road in a medium storm loading area?

Minimum Clearance	= 15.5 ft (4.7 m)
Maximum Sag	= 2.5 ft (0.8 m)
Pole Attachment Height	= 18.0 ft (5.5 m)

Storm Loading Areas

AT&T 919-120-200, 1993 NESC Section 25

The National Electric Safety Code (NESC) divides the United States into three storm loading areas based on the frequency, severity, and damaging effects of ice and wind storms. These areas and the design load data for each are defined below.



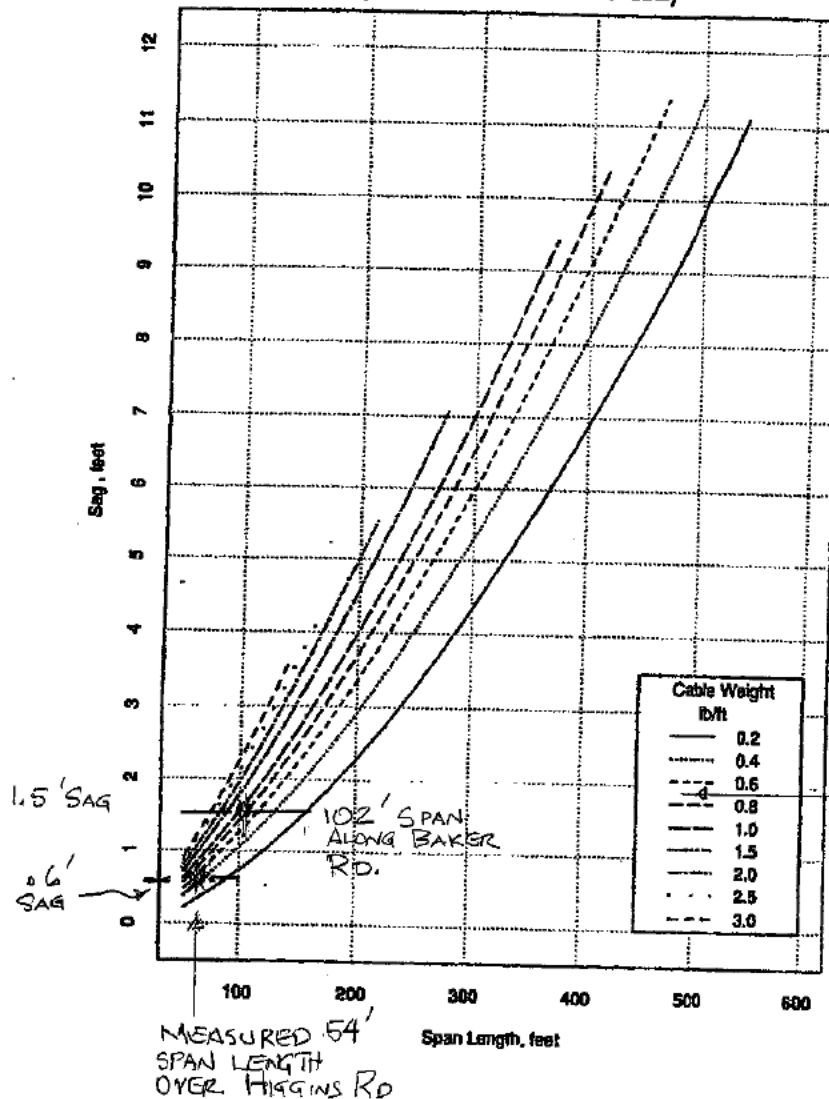
6M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING

POA = 20'-1"

AT&T'S STANDARD
SPACE ALLOCATION
16.5' - 19.0'

CATV ATTACHED AT
21'-3"



ESTIMATED CABLE
WEIGHT = 0.72 LBS/FT

AT&T Outside Plant Engineering Handbook, August 1994

10-41

ATTACHMENT HEIGHT

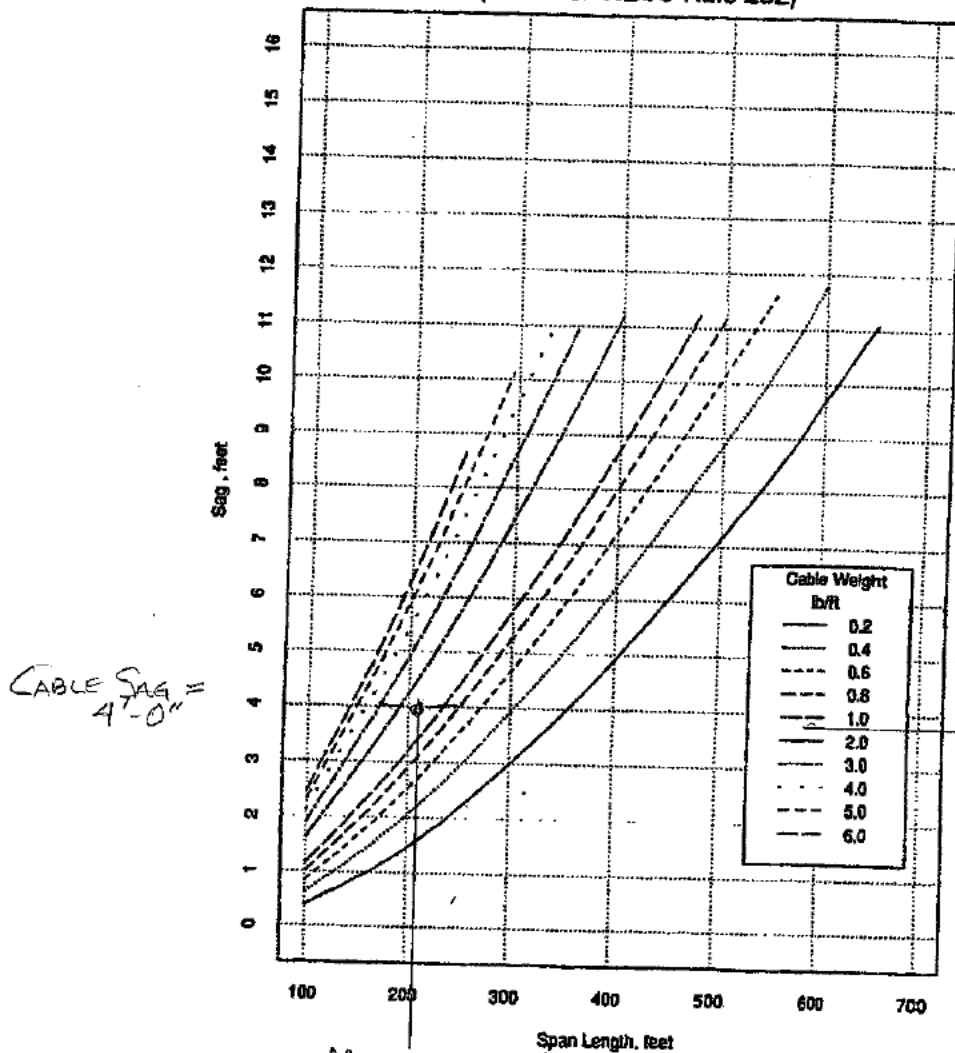
MIN CLEARANCE 15.5'
MAX SAG 0.6'
POLE ATTACHMENT HT 16.1'

MIN. CLEARANCE 15.0'
MAX SAG 1.5'
POLE ATTACHMENT HT 16.5'
ADD STANDARD SPACE 2.5'

AT&T'S ALLOCATED SPACE = 19.0' APC000196
= 16.5 - 19.0

APC
10M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING
POA = 20'-9"
(20.75')
AT&T STANDARD
SPACE ALLOCATION
19.5' - 22.0'
CATV ATTACHED
@ 22'-3"
(22.25')



AT&T Outside Plant Engineering Handbook, August 1994

10-47

MIN CLEARANCE =	15.5'
MAX SAG	4.0'
POA (LOWEST)	19.5'
ADD STANDARD SPACE	2.5'
	<hr/>
	22.0'

AT&T'S ALLOCATED SPACE = 19.5' - 22.0'

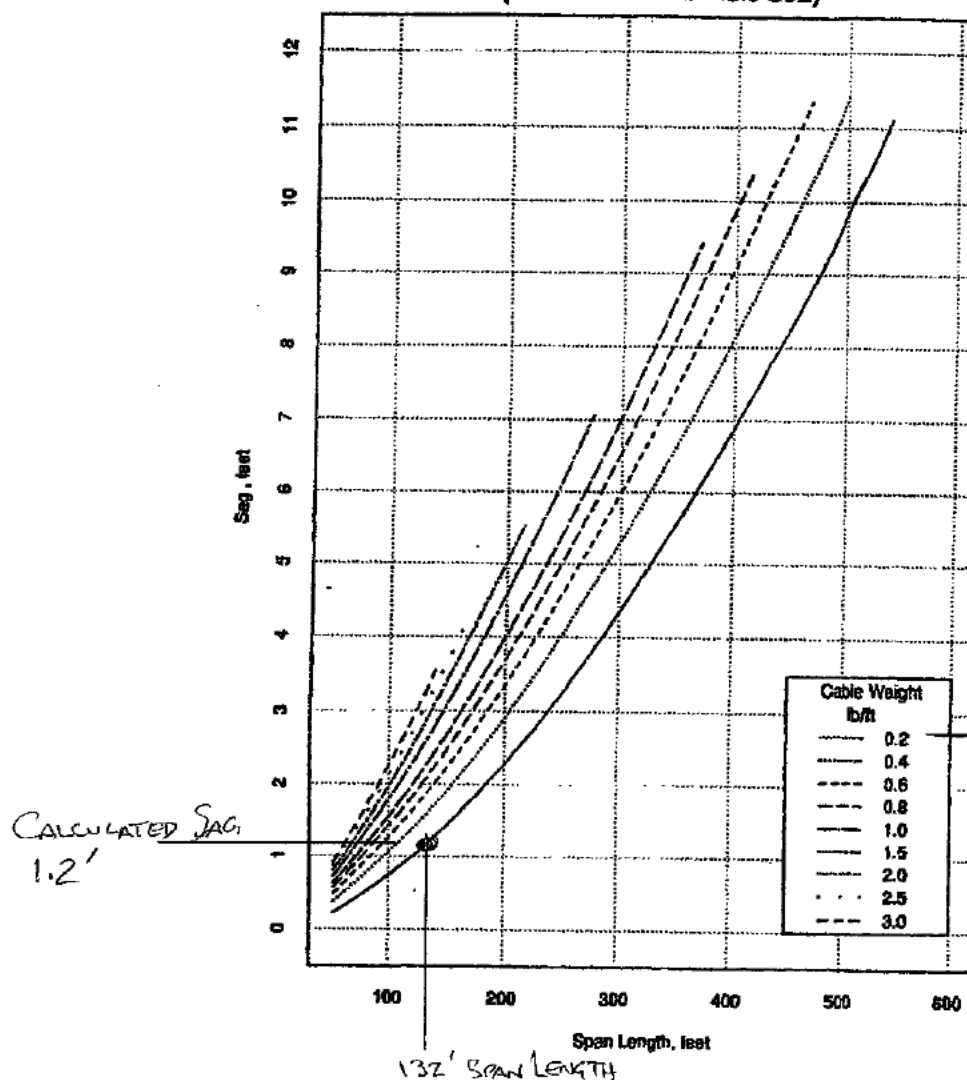
ATT 00054

APC000197

APC

6M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING

POA = 19'-10"
(19.8')AT&T'S STANDARD
SPACE ALLOCATION =
16.7' - 19.2'CATV ATTACHED AT
21'-1"ESTIMATED CABLE
WEIGHT = 1.9 LBS/FT

AT&T Outside Plant Engineering Handbook, August 1994

10-41

MIN CLEARANCE	15.5'
MAX SAG	1.2'
POLE ATTACHMENT HT	16.7'
ADD STANDARD SPACE	2.5'
	19.2'

AT&T ALLOCATED SPACE = 16.7' - 19.2'

ATT00055

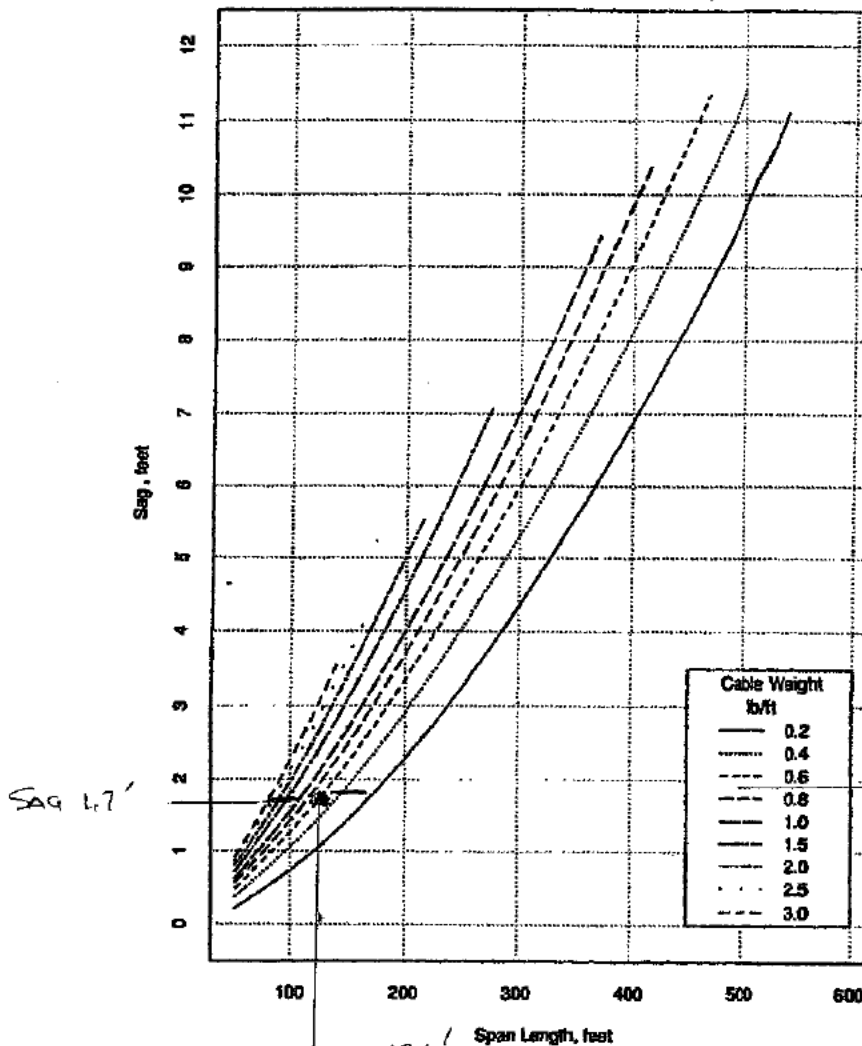
APC000198

APC
6M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING
POA = 20' - CABLE
19'-2" DROP

AT&T'S STANDARD
SPACE ALLOCATION
17'-2" - 19'-7"

CATV ATTACHED AT
21'-0"



ESTIMATED CABLE
WEIGHT = 2.2 LBS/FT

AT&T Outside Plant Engineering Handbook, August 1994

10-41

MINIMUM CLEARANCE 15.5'
MAX SAG + 1.7'
POLE ATT HEIGHT 17.2'
ADD STANDARD SPACE + 2.5'
19.7'

AT&T'S ALLOCATED SPACE = 17'-2" - 19'-7"

ATT 00056

APC000199

APC

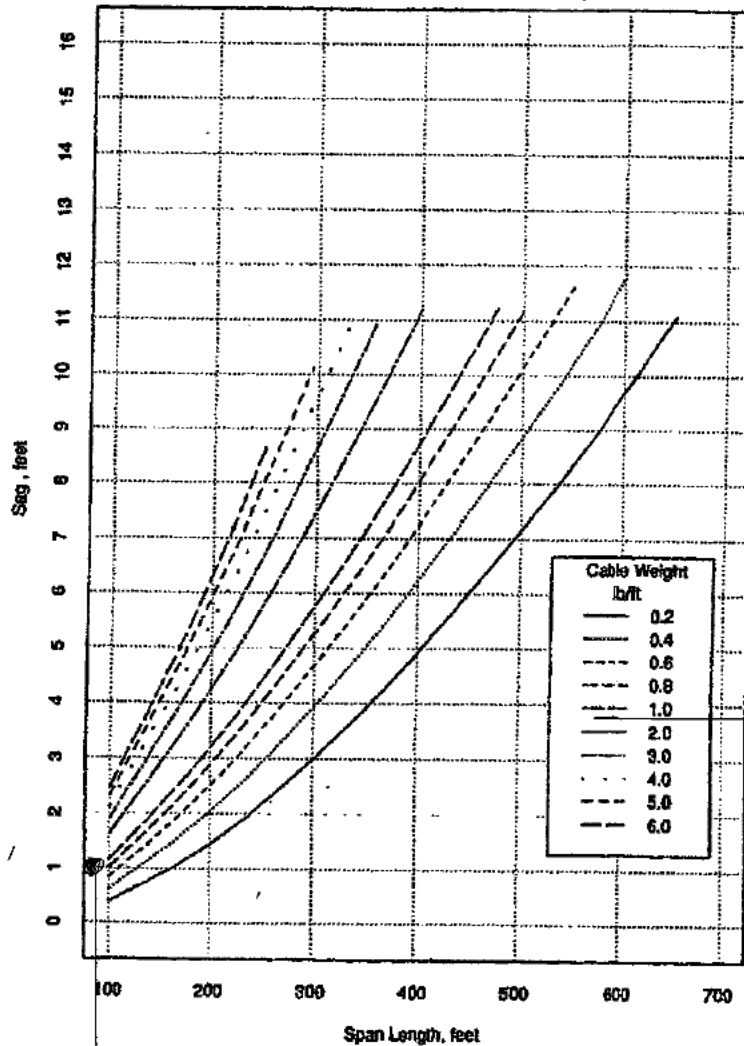
10M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING

P.O.A = 19'-2" CABLE
19'-5" DROPS
(19.4')

AT&T'S STANDARD SPACE
ALLOCATION = 16.5' - 19.0'

CATV ATTACHED AT
20'-3"



SAG 1.0'

ESTIMATED CA. WEIGHT
1.33 LBS/FT

3KTA-600 @ 1.54" OD

AT&T Outside Plant Engineering Handbook, August 1994

10-47

78' SPAN LENGTH

MIN CLEARANCE 15.5'

MAX SAG 1.0'

POLE ATTACHMENT HT 16.5'

ADD STANDARD SPACE 2.5'

AT&T'S ALLOCATED SPACE 16.5' - 19.0'

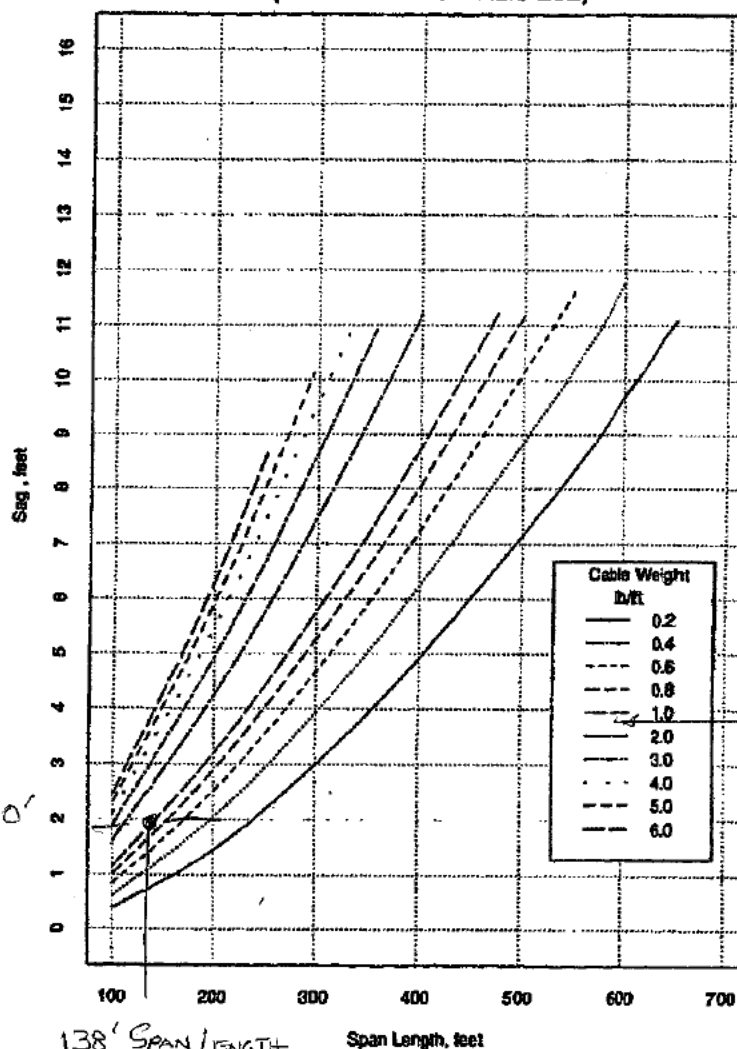
ATT 00057

APC000200

APC

10M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING

POA = 20'-9" CABLE
21'-0" DROPSAT&T'S STANDARD
SPACE ALLOCATION,
17.5' - 20.0'CATV ATTACHED AT
21'-10"

CALCULATED SAG = 2.0'

138' SPAN LENGTH
ALONG McRAE AVEESTIMATED CABLE
WEIGHT = 1.33 LB/FT
BKTA 600 @ 1.54" OD

AT&T Outside Plant Engineering Handbook, August 1994

10-47

ATT 00058

MIN CLEARANCE	15.5'
MAX SAG	2.0'
POLE ATTACHMENT HT	17.5'
ADD STANDARD SPACE	2.5'
AT&T'S ALLOCATED Sp	20.0'

17.5' - 20.0' APC 000201

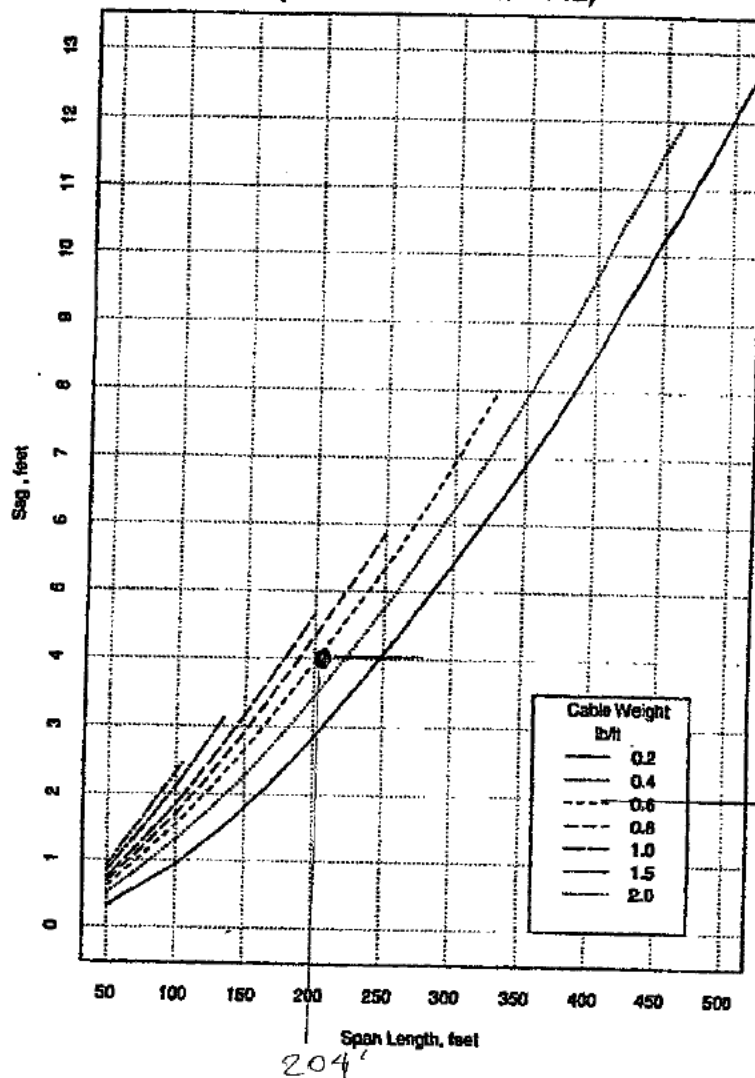
APC
6.6 M Strand - Medium Loading Region
(Based on NESC Rule 232)

AT&T EXISTING POA
20'-8"
(20.66')

AT&T STANDARD
SPACE = 19.5'-22.0'

CATV ATTACHED
@ 21'-4"
(21.33')

CALCULATED
SAG = 4.0'



EST CABLE WEIGHT
1.56 LBS/FT
BKMS-100

AT&T Outside Plant Engineering Handbook, August 1994

10-45

MEASURED 18'-4" CLEARANCE
OVER

MIN CLEARANCE (CODE)	15.5'
MAX SAG CALCULATED	4.0'
POLE ATTACHMENT HT	19.5'
ADD STANDARD SPACE	2.5'

AT&T ALLOCATED SPACE = 19.5'-22.0'

ATT 00059, 1

APC000202

APC

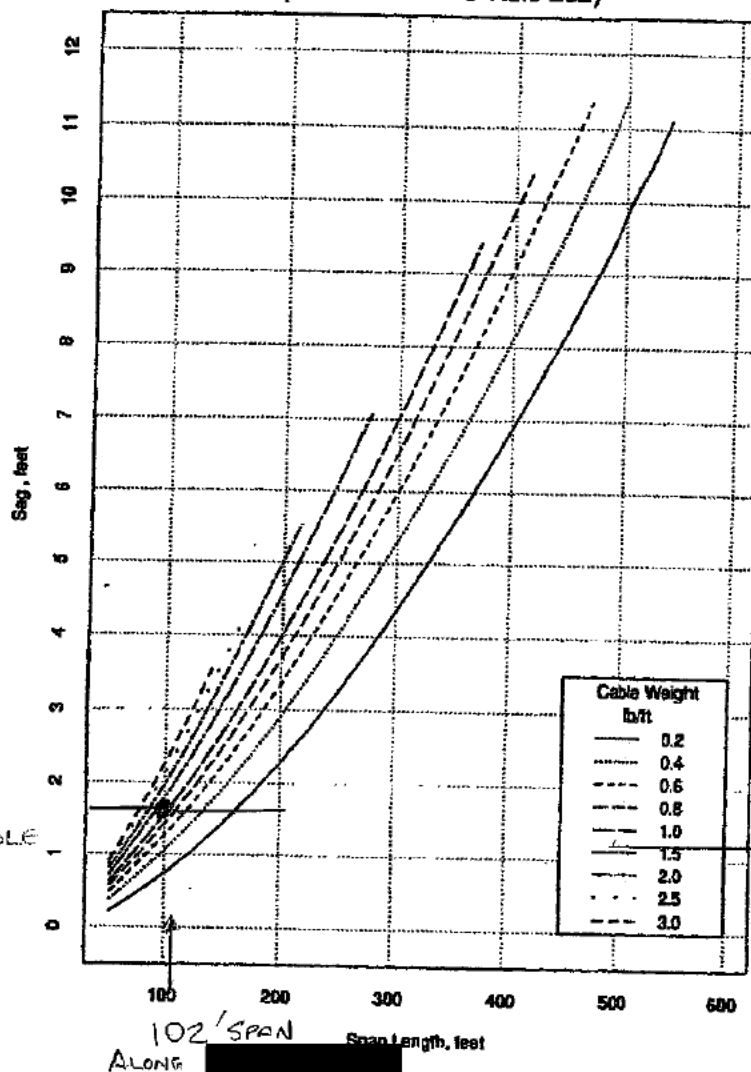
6M Strand - Light Loading Region
(Based on NESC Rule 232)

AT&T EXISTING POA
19'-6" (19.5')

AT&T STANDARD
SPACE = 17.2' - 19.7'

CATV ATTACHED
@ 20'-10"
(20.8')

CALCULATED
SAG - BUNDLE
= 1.7'



CALCULATED
1.37 LBS/FT
FOR BUNDLE
1-BKTA 400
+ 2-FIBER OPTIC CA

AT&T Outside Plant Engineering Handbook, August 1994

10-41

MIN CLEARANCE (CODE)
MAX SAG - CALCULATED
POLE ATTACHMENT HT
ADD STANDARD SPACE

15.5'
1.7'
17.2'
2.5'
19.7'

ATT 00060

APC000203

EXHIBIT E-9

Exhibit E-9
AT&T Calculated Space
for Poles on AT&T Exhibit M-1









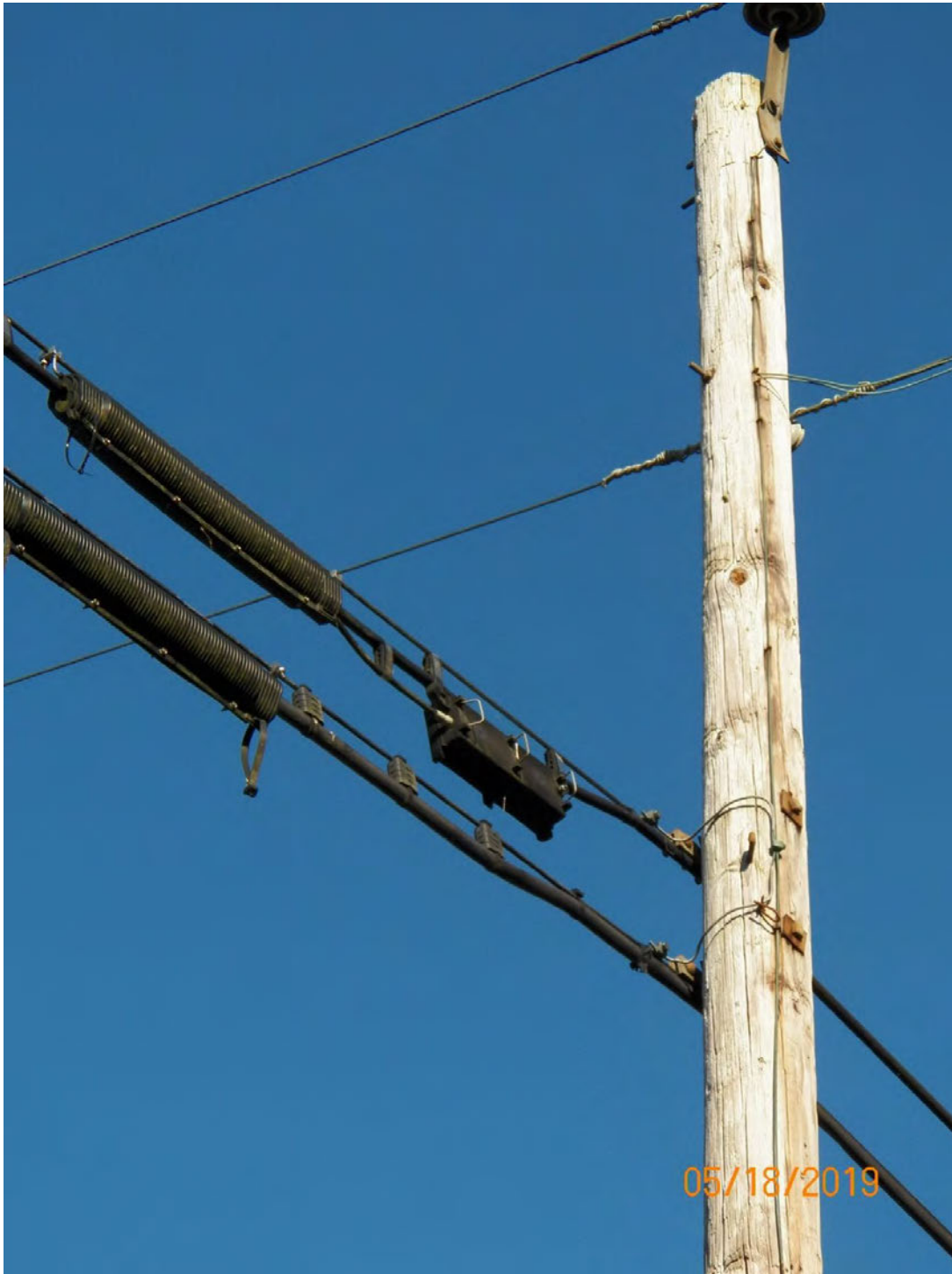
	Feet	Located in Standard Space?	3rd Party Encroachment?
	3.5	Above	No
	1.75	Yes	No
	3.1	Above	No
	2.8	Above	No
	2.9	Above	No
	3.5	Above	No
	1.2	Yes	Yes
	2.3	Yes	No
Summary of Space Utilization - Feet	21.05		
Average Space Utilized	2.63125		

EXHIBIT E-10

PUBLIC VERSION

AT&T Poles with Encroachments into APC Pole Space



[REDACTED]
35' pole

BST# [REDACTED]

APC# [REDACTED]

35' pole – 6' in ground= 29'; AT&T top cable at 22'5", plus 3'4" Safety Space=25'9"; **leaves 3'3" for APC space.** APC neutral at 26'8"

AT&T Poles with Encroachments into APC Pole Space



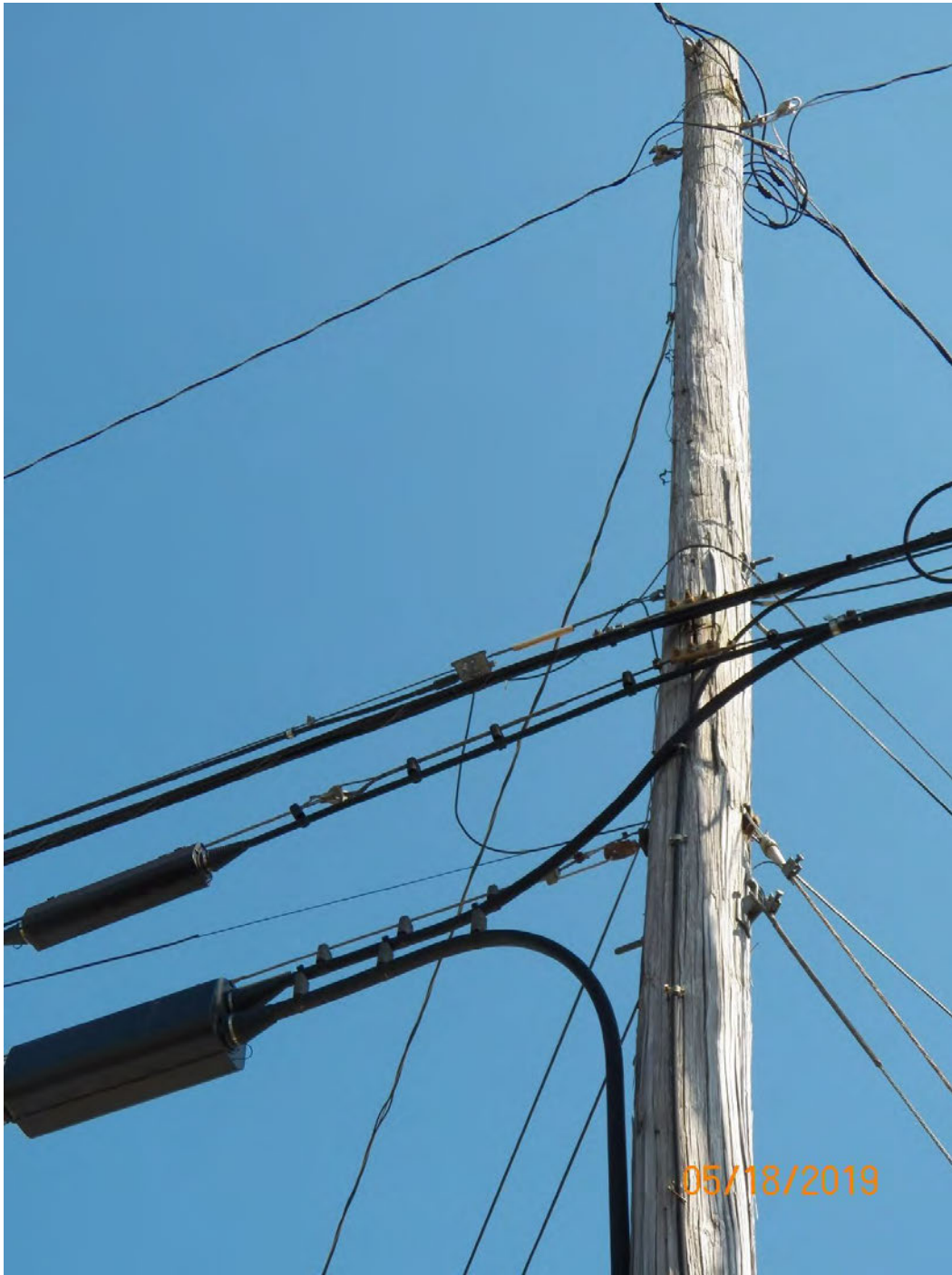
40-5 pole

BST#

New AT&T 40' pole. APC allocated space should be from 25'6" to 33'6" (total 8'). Safety space 3'4" leaves top of communications space at 22'2". AT&T attached at 24'6". APC actual useable space = 5'8"

PUBLIC VERSION

AT&T Poles with Encroachments into APC Pole Space



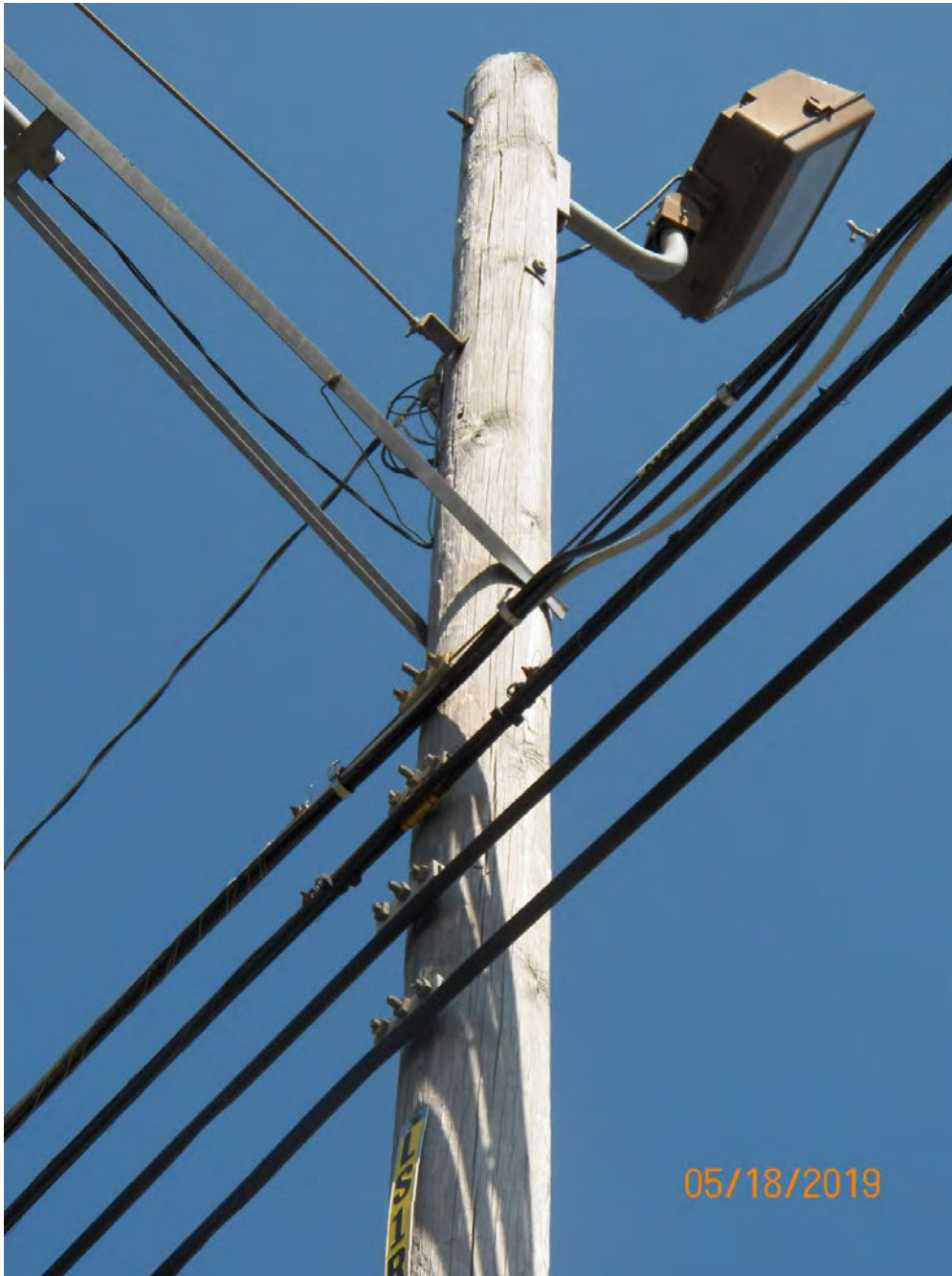
SCB# [REDACTED]

APC# [REDACTED]

40' pole. APC allocated space should be from 25'6" to 33'6" (total 8'). Safety space 3'4" leaves top of communications space at 22'2". CATV at 25'2"; AT&T attached at 24'4" and at 21'5". APC actual useable space = 5'0".

PUBLIC VERSION

AT&T Poles with Encroachments into APC Pole Space



APC [REDACTED]

AT&T cables attached at 25'7", 26'8", 27'7"; CATV cables attached at 28'10"

APC light bracket at 29'10". APC allocated space = 25'6" to 33'6" but APC useable space is 29'10" to 33'6"

PUBLIC VERSION

AT&T Poles with Encroachments into APC Pole Space



AT&T drop at 19'9", AT&T cable at 20'9", AT&T service drop at 26'6"

CATV service drop at 27'2"; APC at 27'8".

EXHIBIT E-11

CONFIDENTIAL

ENTIRE EXHIBIT CONFIDENTIAL

EXHIBIT E-12

PUBLIC VERSION

JOINT POLE PRACTICES FOR SUPPLY AND COMMUNICATION CIRCUITS

**A Report of the Joint Committee on Plant Coordination of the
Edison Electric Institute and the Bell Telephone System**

SUMMARY

These Practices are based on Part 2, Fifth Edition of
the National Electrical Safety Code.

**E.E.I. Publication No. M12
Published October, 1945**

**Revision of E.E.I. Publication No. E3
Published January, 1937**

Price 50c to E.E.I. members and their employees
Price \$1.25 to non-members in U. S. A.
Price \$1.35 to foreign countries

These prices include mailing charges

Attachment to Section AF4.25, Issue 2 of Bell System Practices
Bell System Companies should obtain additional copies from Western Electric Company.

**EDISON ELECTRIC INSTITUTE
420 LEXINGTON AVE., NEW YORK 17, N. Y.
AMERICAN TELEPHONE AND TELEGRAPH COMPANY
195 BROADWAY, NEW YORK 7, N. Y.**

APC000215

October 29, 1945.

MEMBER COMPANIES OF THE EDISON ELECTRIC INSTITUTE:
 ASSOCIATED COMPANIES OF THE BELL TELEPHONE SYSTEM:

Under date of January 6, 1937 we forwarded to you a copy of a report covering the construction and maintenance of jointly used pole lines carrying supply and communication circuits. The specifications embodied in that report were based largely on Part Two, Fourth Edition of the National Electrical Safety Code. Since that time the National Electrical Safety Code has been revised and a Fifth Edition has been published. The Joint Pole Practices herewith are based on this latest revision and on experience since our previous report.

We believe that the practices herewith will provide a generally satisfactory guide to joint construction. They are intended particularly for use with agreements between supply and communication companies for the joint use of wood poles.

JOINT COMMITTEE ON PLANT COORDINATION

Bell System Representatives

H. S. OSBORNE, Chief Engineer,
 A. T. & T. Co.—*Chairman*
 J. W. CAMPBELL, Outside Plant
 Engineer, A. T. & T. Co.
 F. A. COWAN, Transmission En-
 gineer, A. T. & T. Co.
 A. B. CLARK, Vice President,
 Bell Telephone Laboratories,
 Inc.
 R. G. MCCURDY, Director of
 Electrical Apparatus Develop-
 ment, Bell Telephone Labora-
 tories, Inc.
 J. J. PILLIOD, Assistant Chief
 Engineer, A. T. & T. Co.
 H. M. TRUEBLOOD, Protection
 Development Director, Bell
 Telephone Laboratories, Inc.
 S. B. GRAHAM, A. T. & T. Co.—
Secretary

E.E.I. Representatives

A. E. SILVER, Consulting Electri-
 cal Engineer, Ebasco Services,
 Inc.—*Chairman*
 H. A. DAMBLY, System Planning
 Engineer, Philadelphia Elec-
 tric Company
 J. H. FOOTE, Supervising Engi-
 neer, Commonwealth & South-
 ern Corporation
 L. R. GATY, ex-officio — Chair-
 man E.E.I. Transmission and
 Distribution Committee
 M. D. HOOVEN, Electrical Engi-
 neer, Public Service Electric
 and Gas Co.
 W. F. NIMMO, District Supt.,
 Virginia Electric and Power
 Co.
 H. E. KENT, Engineer, Edison
 Electric Institute—*Secretary*

September 20, 1945.

TO THE JOINT COMMITTEE ON PLANT COORDINATION OF THE EDISON ELECTRIC INSTITUTE AND BELL TELEPHONE SYSTEM:

Pursuant to your instructions we have revised the specifications for the construction and maintenance of jointly used wood pole lines carrying supply and communication circuits on the basis of Part Two of the Fifth Edition of the National Electrical Safety Code. In the preparation of the Joint Pole Practices herewith we have been assisted by the following:

H. A. ENOS, American Gas and Electric Service Corporation

G. S. VAN ANTWERP, Philadelphia Electric Company

H. E. KENT, Edison Electric Institute

S. B. GRAHAM, American Telephone and Telegraph Company

We have consulted freely with operating engineers in member companies of the Edison Electric Institute and in the Associated Companies of the Bell System in this connection. Their comments and advice have played a large part in the preparation of these Practices.

It is recommended that these be forwarded to member companies of the Edison Electric Institute and to the Associated Companies of the Bell System as a guide to practice in the construction of jointly used wood pole lines.

(Signed) T. H. HAINES
E. E. I. Representative

(Signed) JOHN W. CAMPBELL
Bell System Representative

PLATE 4 **STREET LAMP INSTALLATION, SHOWING USE OF INSULATING** **CONDUIT OR COVERING FOR VERTICAL RUN**

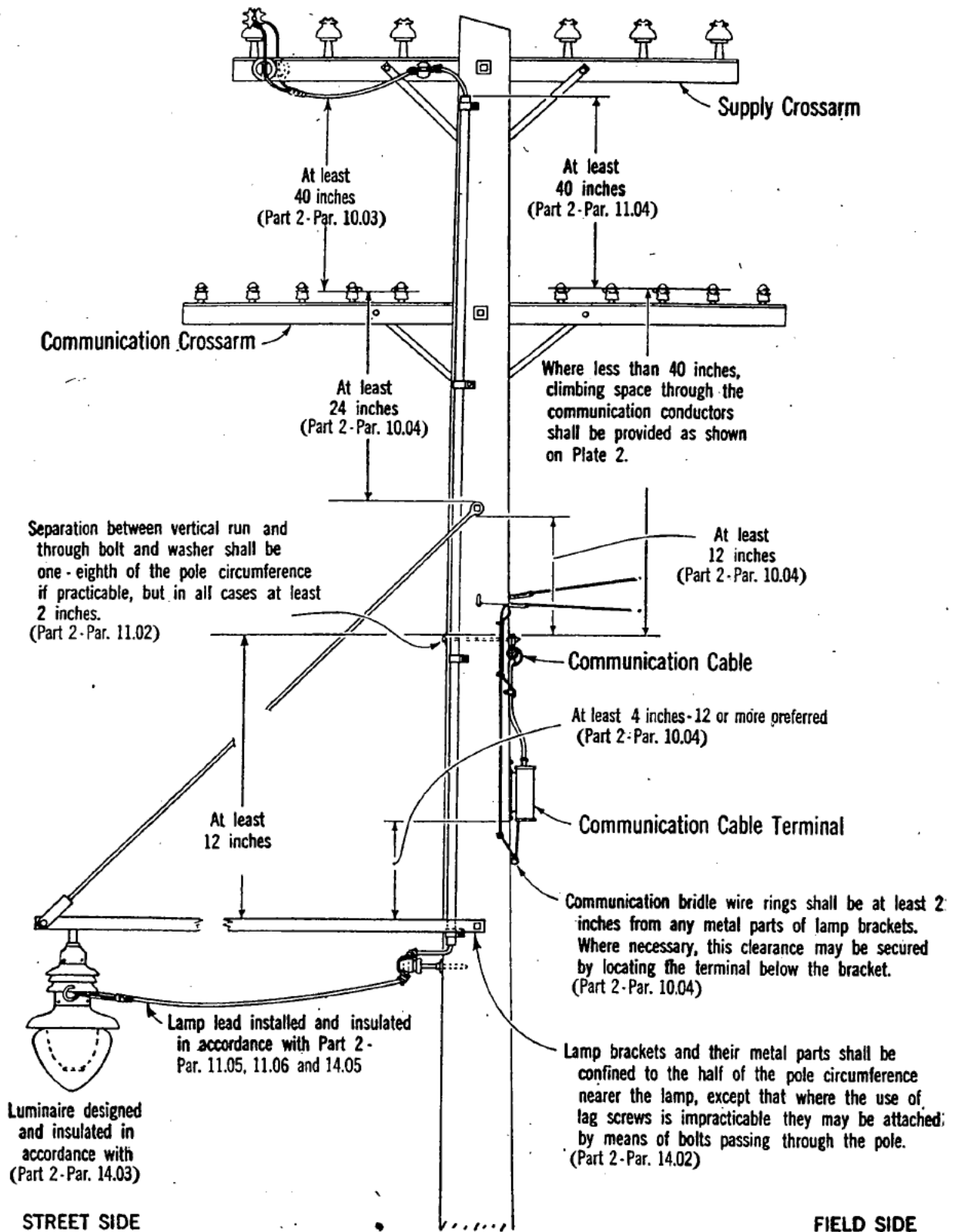


PLATE 5
STREET LAMP INSTALLATION SHOWING USE OF MULTIPLE CONDUCTOR
CABLE ON PINS AND INSULATORS FOR VERTICAL RUN

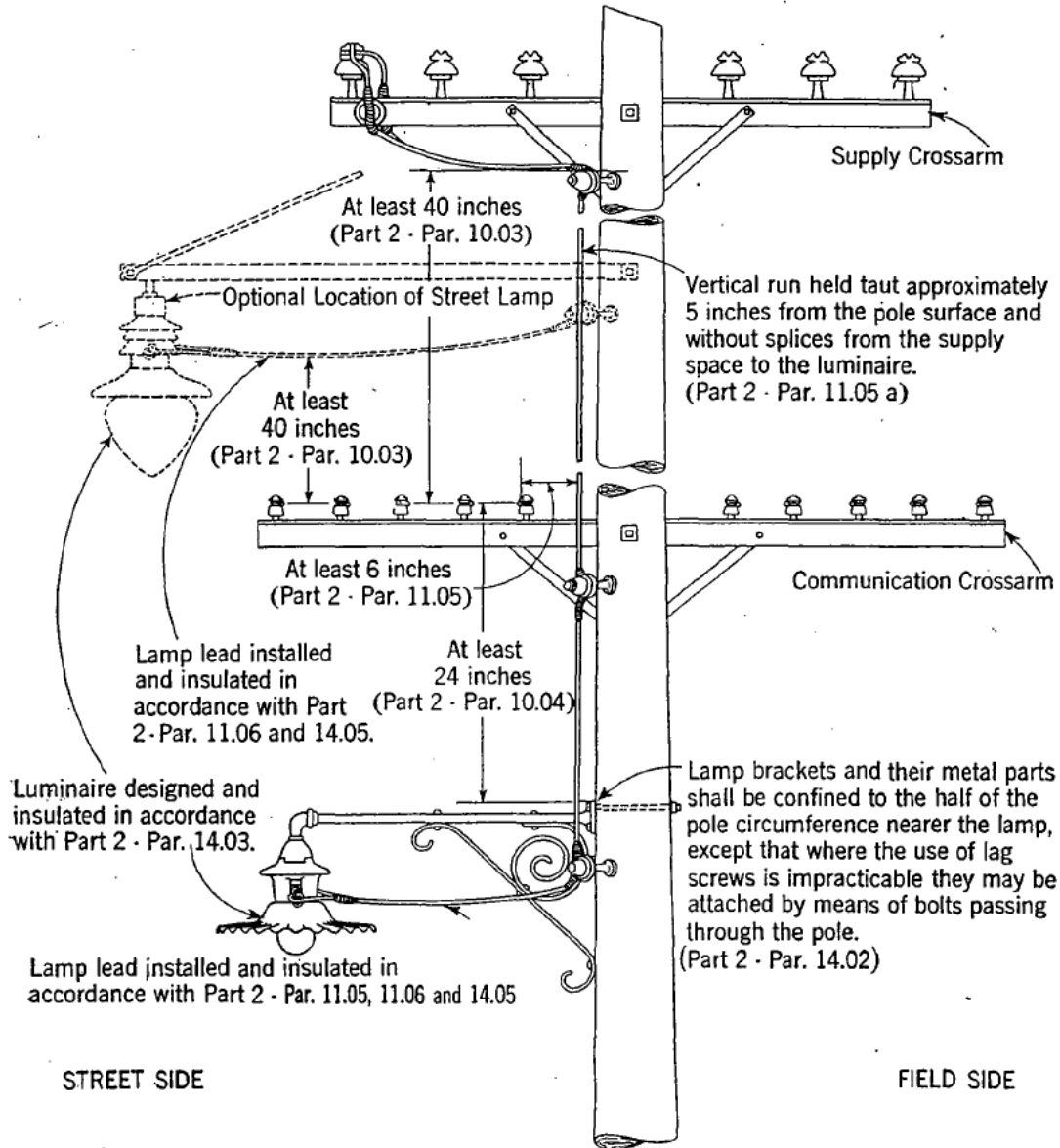


PLATE 6

STREET LAMP INSTALLATION, SHOWING SCROLL REVERSED TO OBTAIN
REQUIRED CLEARANCES AND ALSO SHOWING VERTICAL RUN OF
INDIVIDUAL CONDUCTORS DIRECTLY FROM END OF SUPPLY CROSSARM
(For latter item see also Plate 7)

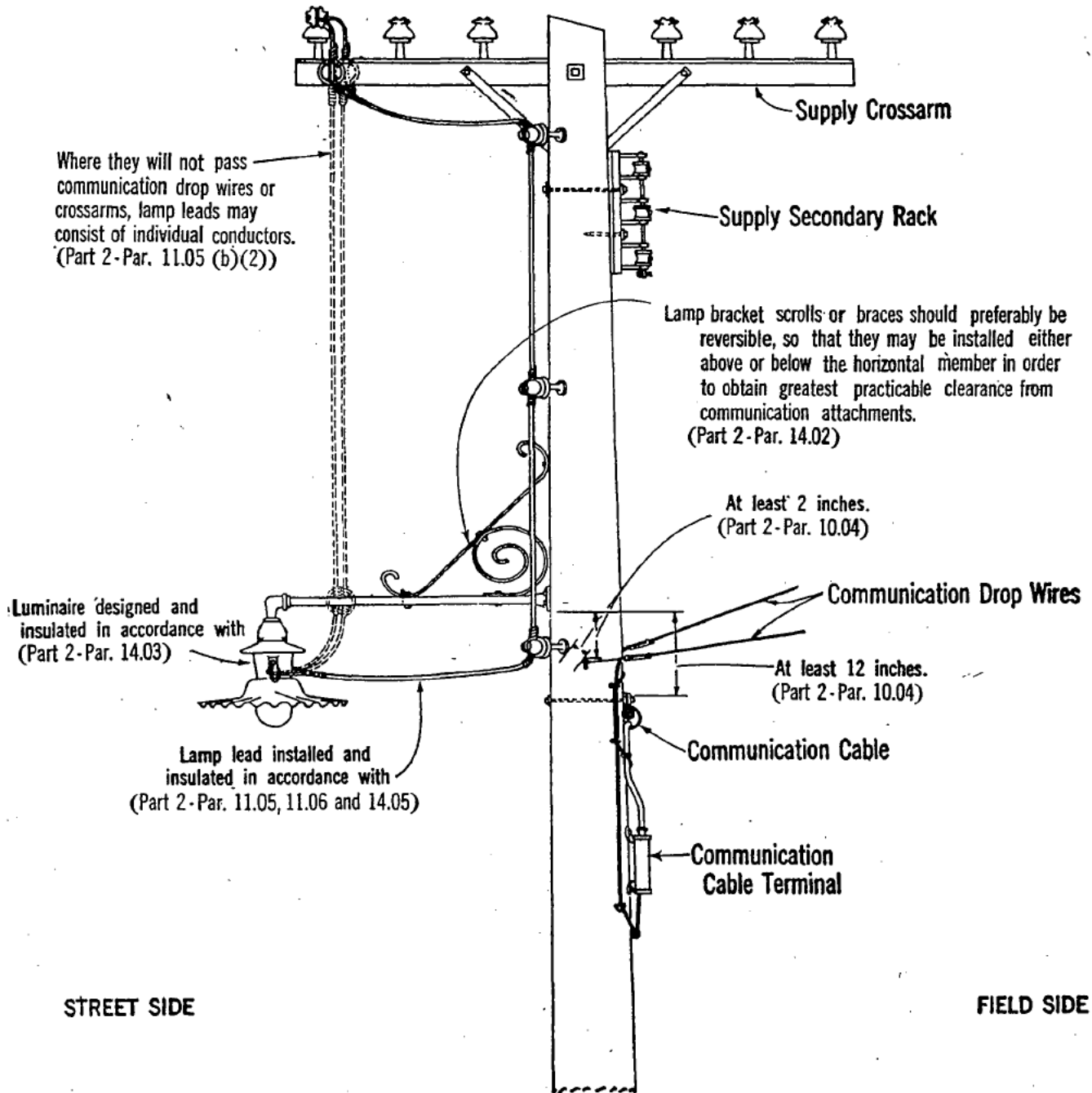
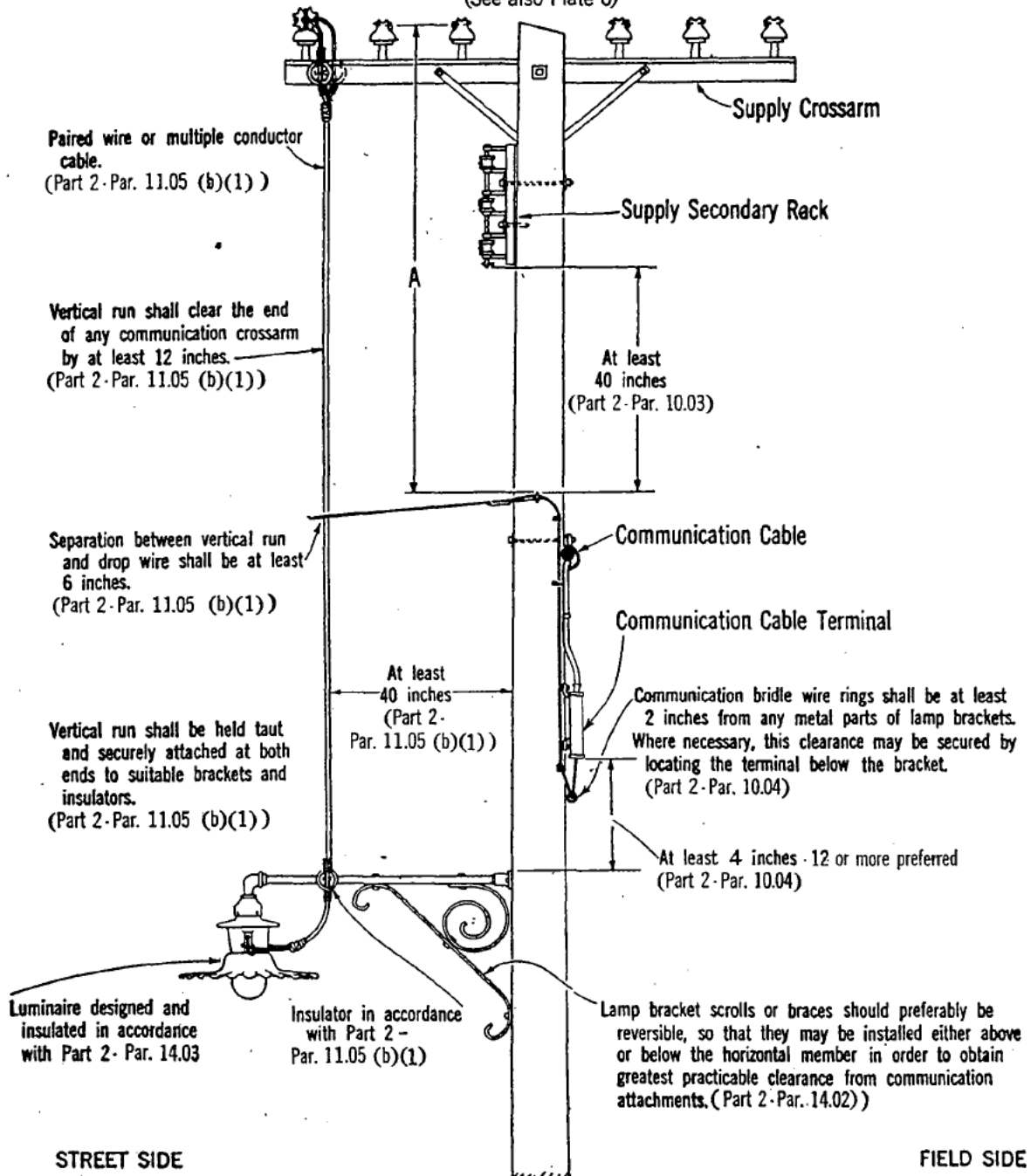


PLATE 7

STREET LAMP INSTALLATION, SHOWING VERTICAL RUN MADE DIRECTLY FROM END OF SUPPLY CROSSARM

(See also Plate 6)



Dimension	Voltage of Supply Circuit Concerned	(Inches)
A	0-8,700	40
	Over 8,700	60

(Part 2-Par. 10.03)

PLATE 8

ALLEY CONSTRUCTION, SHOWING VERTICAL RUN OF SUPPLY SECONDARY CONDUCTORS ATTACHED DIRECTLY TO THE POLE SURFACE

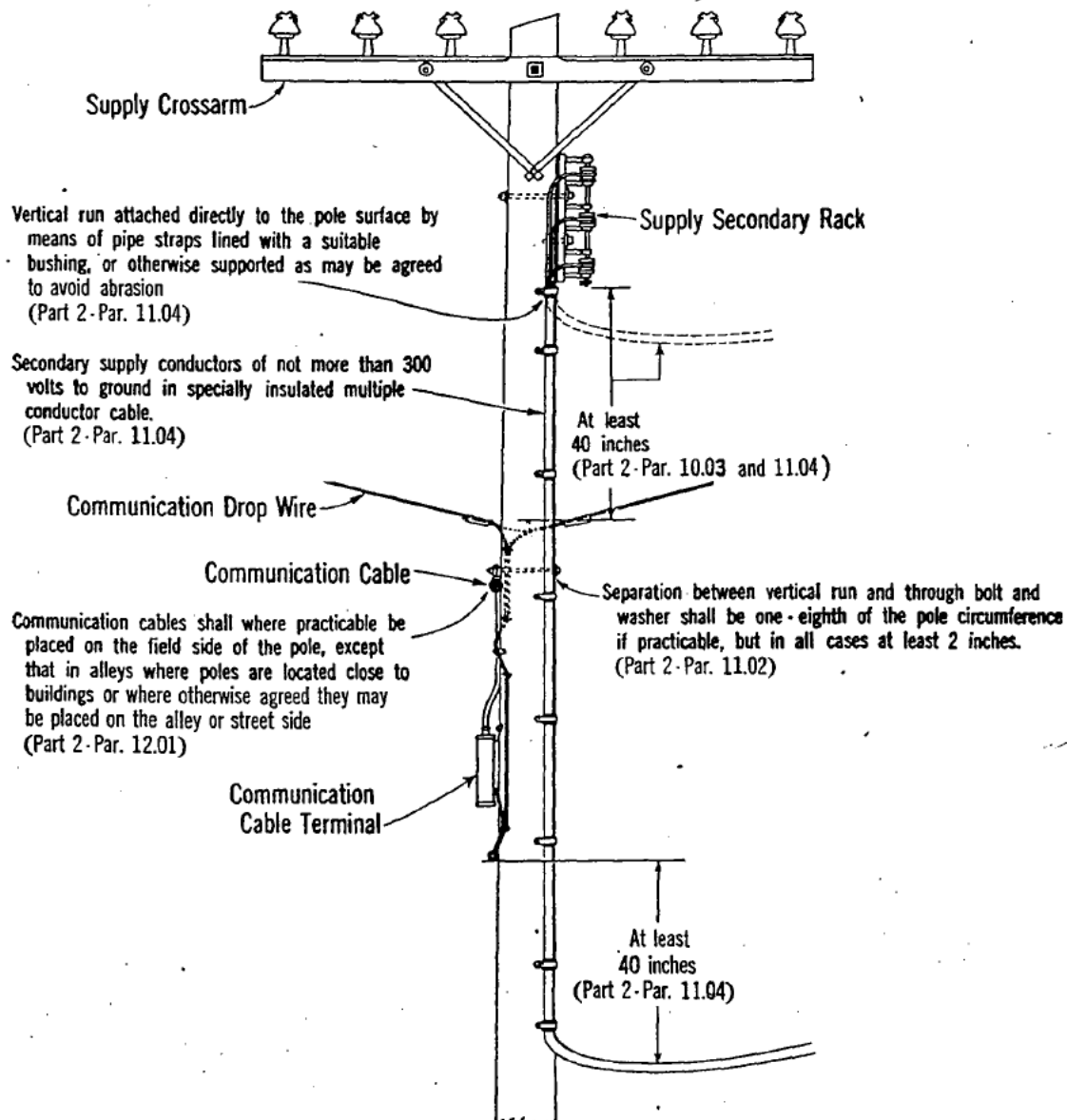


EXHIBIT E-13

5. Material ordering
6. Construction planning
7. Job construction
8. Daily work reporting
9. Job tracking
10. Job completion reporting.

Note: Detailed design is the conversion of the engineer's concept of the proposed work into a set of work prints specifying the exact material items to be used, construction tasks to be performed, due dates, and priority for each order. The resulting work prints are the vehicle from which the JMOS encoding and scheduling data is derived.

The basic data required on work prints to properly administer the JMOS program is shown in AT&T 928-411-505.

The administration of the JMOS program is described in AT&T 935-111-460 through -464.

JOINT AGREEMENTS

Buried Plant

For information on agreements with power companies regarding joint buried plant, see AT&T 937-217-150.

Pole Lines

For information on joint-use pole lines, see the following AT&T documentation:

937-217-125 Agreements with Power Companies

937-217-126 Division of Cost Methods

937-217-130 Joint Use with REA

937-217-136 Power Line Carrier.

OUTSIDE PLANT LOCATION RECORDS

Outside plant location records are described in the AT&T's 928-1XX-XXX document division.

TRAINING

The following Outside Plant training is available from AT&T at the time of this printing:

OE1800	Basic Outside Plant Engineering
OE1801	Engineering Economy
OE1901	Outside Plant Distribution Area Planning
OE1902	Trunk Traffic Engineering
OE1908	Fiber Optic Design Engineering
OP1806	Cable Fault Location
OP1812	Subscriber Loop Acceptance Testing
OP1819	Underground Conduit and Manhole Familiarization
OP1821	Underground and Buried Copper Cable Placing
OP1908	Conduit Inspection
OP1823	Station Installation and Maintenance
OP2655	OSP Copper Cable Splicing.

Many of the AT&T courses can be held at the customer's premises (suitcased in), if there are a sufficient number of students enrolled and the equipment required for the course is on-site. For more information, contact a "suitcase" coordinator on 614-764-5542 or 614-764-5735. The AT&T training center also provides technical assistance and on-site consultation services.

EXHIBIT E-14

EXHIBIT E-15

**AGREEMENT FOR JOINT USE OF DISTRIBUTION POLES
BETWEEN**

City of Opelika, Opelika Light & Power Department

AND

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

DATED January 1, 2010

Table of Contents

ARTICLE I SCOPE OF AGREEMENT.....	3
ARTICLE II EXPLANATION OF TERMS	3
ARTICLE III SPECIFICATIONS	5
ARTICLE IV ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE.....	6
ARTICLE V PLACEMENT OF NEW POLES	8
ARTICLE VI RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS	9
ARTICLE VII MAINTENANCE OF POLES AND ATTACHMENTS.....	9
ARTICLE VIII DIVISION OF COSTS	12
ARTICLE IX UNAUTHORIZED ATTACHMENTS.....	15
ARTICLE X ABANDONMENT OF JOINT USE POLES	16
ARTICLE XI ADJUSTMENT PAYMENTS	16
ARTICLE XII DEFAULTS	18
ARTICLE XIII RIGHTS OF OTHER PARTIES	18
ARTICLE XIV ASSIGNMENTS OF RIGHTS.....	19
ARTICLE XV WAIVER OF TERMS OR CONDITIONS	20
ARTICLE XVI PAYMENT OF TAXES.....	20
ARTICLE XVII BILLS AND PAYMENT FOR WORK.....	20
ARTICLE XVIII NOTICES.....	21
ARTICLE XIX DISPUTE RESOLUTION.....	22
ARTICLE XX TERM OF AGREEMENT.....	24
ARTICLE XXI EXISTING CONTRACTS	25
ARTICLE XXII LIABILITY	25
ARTICLE XXIII CONSTRUCTION.....	25
ARTICLE XXIV REMEDIES CUMULATIVE.....	25

APPENDIX A

APPENDIX B

PUBLIC VERSION

JOINT USE OF WOOD POLES

PREAMBLE

City of Opelika, Opelika Light & Power Department, a corporation organized under the laws of the State of Alabama, (hereinafter called the "Electrical Distributor"), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, a corporation organized under the laws of the State of Alabama (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both parties render service in the State of Alabama whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective January 1, 2010 ("Effective Date"):

ARTICLE I

SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Alabama, and shall cover all poles now existing or hereafter erected in the above territories when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. Each party reserves the right to exclude from joint use, poles not yet in joint use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes joint use of such Poles undesirable.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. "Actual Inventory" is defined in Section XI.A.
- B. "Attachment" is any cable, wire (including ground wires), strand, circuit, service drop, overlashing, appurtenance, equipment, pedestal or apparatus of any type attached to the pole. A pedestal adjacent to a Joint Use Pole, but not affixed to it, shall not be considered an attachment. Ground wires are exempt from the application requirements set forth in Article IV, and shall not be taken into account for inventory or billing purposes.
- C. "Contact Person" is defined in Section XIX.B.1.
- D. "Cost in Place" is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
- E. "Distribution Pole" is any wood, steel, or concrete pole owned by any party to this agreement. Poles carrying voltages higher than 35kv phase-to-phase are specifically excluded

PUBLIC VERSION

from this agreement. Metal, concrete, or fiberglass poles installed solely for outdoor lighting are specifically excluded from this agreement.

F. "Joint Pole" is a pole for which joint use is established or continued pursuant to the terms of this Agreement.

G. "Licensee" is the party having the right under this Agreement to make and maintain Attachments on a Joint Pole that the other party owns.

H. "Licensee Transfer Date" is defined in Section VII.C.

I. "Make-ready" is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

J. "NESC" is defined in Article III.

K. "Non-guyed Service Drop" is a Service Drop that requires no guys under the Licensee's design standards or the applicable specifications of Article III. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of Article III, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.)

L. "Normal Pole" is a pole which is just tall enough to provide Normal Space, as Normal Space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the Attachments ordinarily placed by the parties in their respective Normal Spaces. Such pole for the purpose of this Agreement shall be a 40 foot class 5 wood pole as classified by the pole classification tables of the American National Standards Institute. The foregoing definition of "Normal Pole" is not intended to preclude the use of Joint Poles shorter or of less strength than the Normal Pole in locations where such poles will meet the requirements of the parties hereto.

M. "Normal Space" is the following described space:

1. For the Electrical Distributor the uppermost 6-1/2 feet, measured from top of pole on 35 foot poles and 9 feet from top of pole on 40 foot poles.
2. For the Telephone Company a space of 2 feet on both 35 foot and 40 foot poles measured upward from the point of Attachment on the Pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the parties, sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Telephone Company's Attachments. When practicable, the Telephone Company will, after the Effective Date, make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is the midpoint of its Normal Space.

In the event the pole Owner installs a pole larger than the Normal Pole solely in anticipation of Owner's future requirements or additions, the Normal Space for the Owner, as defined above, for that pole shall be increased to include the additional above ground space provided by the Owner, with the Licensee's Normal Space remaining intact.

PUBLIC VERSION

- N. "Owner" is the party owning the Joint Pole.
- O. "Rearrangement" is the moving of Attachments from one position to another on a pole.
- P. "Referee" is defined in Section XIX.B.1.
- Q. "Service Drop" means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.
- R. "Space" is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in Article III which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).
- S. "Transfer" is the removal of Attachments from one pole and the placement of them or substantially identical Attachments upon another.
- T. "Unauthorized Attachment" is defined in Article IX.
- U. "Effective Date" is defined in the Preamble.
- V. "Electrical Distributor" is defined in the Preamble.
- W. "Old Joint Use Agreement" is defined in Article XXI.
- X. "Outside Party" is defined in Section XIII.A.
- Y. "Telephone Company" is defined in the Preamble.

ARTICLE III

SPECIFICATIONS

Except as otherwise provided in Section J of Article VII, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable (1) accepted published modern methods; (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) The Bellcore Manual of Construction Procedures (Blue Book) and subsequent revisions thereof, and (4) lawful requirements of the Owner or of public authorities. Any additional requirements specified by the Owner shall be as to clearance and separation requirements only and shall not be arbitrarily imposed. In no case shall any such changes be applied retroactively. Where the lawful requirements of the Owner or of public authorities may be in excess of the NESC requirements, the more stringent requirements shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements and that additional requirements for height and strength may be required for good practice for the given local conditions.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their

PUBLIC VERSION

agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

ARTICLE IV

ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE

A. Before either party shall make use of the poles of the other party under this Agreement, it shall comply with the requirements set forth herein. Appendix A or B shall be sent either (i) by electronic mail with electronic mail "delivery" receipt obtained, or (ii) by certified mail with return receipt obtained, or (iii) by delivery with signature of recipient obtained.

B. APPENDIX A PROCEDURE. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; or (v) Transfers required by the pole Owner, whenever either party desires to place an Attachment on any pole of the other that is not then in joint use (including road improvement projects and reconstruction of pole lines) or where existing joint use consists solely of one or more Non-guyed Service Drops, it shall submit a completed written application therefore on the form attached hereto and identified as Appendix A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A. Within ten (10) business days after the receipt of such completed application the Owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the ten (10) business day period, the pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such pole as provided in this Agreement. If the Owner rejects the application in whole or in part, the Owner will specify the reason(s). The application shall be rejected only for good cause. Upon receipt of notice from the Owner that the application has been approved or in the absence of rejection of the application within ten (10) business days from the receipt of the completed application, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's Attachments on such poles, including any necessary pole replacements, the applicant shall have the right as Licensee hereunder to place such Attachments on such poles in accordance with the terms of the application and of this Agreement (including Article III).

C. APPENDIX B PROCEDURE. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) the vertical use of the unused space on a pole as provided in Section IV.E below; (vi) Rearrangements; or (vii) Transfers required by the pole Owner, whenever the Licensee desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Licensee shall submit a completed written application therefore on the form attached hereto and identified as Appendix B or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix B. However, if the existing joint use consists solely of one or more Non-guyed Service Drops, then the Licensee must follow the Appendix A procedure set forth in Article IV.B above before making any additional Attachments other than Non-guyed Service Drops. Unless the Owner rejects the completed Appendix B form within ten (10) business days from the date of receipt, the Licensee may proceed with making such Attachments or changes as are identified in the Appendix B form in accordance with the terms of the application and this Agreement (including Article III). If the Owner rejects the application in whole or in part, the Owner will specify the reason(s). The application shall be rejected only for

good cause. If the Owner determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of Article III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures resulting from the Licensee's attachments, including removal and replacement of the pole and all Transfers or other work incident thereto. If such deficiencies are partially caused by other attachees, then the cost of the corrective measures shall be applied on a pro rata basis.

D. Any Non-guyed Service Drop that is placed by one party on the other party's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of one or more Non-guyed Service Drops shall not in and of itself create Normal Space.

E. Either party, without following the Appendix A or Appendix B procedure, may utilize vertical unused space below its Normal Space as defined in Article II for street lighting, terminals, risers or other vertical Attachments if the existing joint use of such pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of Article III). Any such Attachment and pole will be subject to all other provisions of this Agreement, including the adjustment payment provisions of Article XI.

F. Each party shall place, transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

G. Wherever practicable, double thimble anchor rods and anchors of sufficient holding power to sustain any unbalanced loads of the two parties shall be installed and used jointly. The ownership of the double thimble anchor rods and anchors will be vested in the Owner of the pole. In any case, where one party provides at the request of the other party double thimble anchor rods and anchors for the use of both parties the party requesting the double thimble anchor rods and anchors shall pay to the party placing the double thimble anchor rods and anchors a sum equal to half of the cost of the anchors and anchor rods in place. In cases where the existing anchors are adequate for the needs of both parties, and where mutually acceptable to both parties, the party desiring additional guys may, where necessary, install an adapter at its own expense. In cases where existing anchor rods and anchors are adequate for the needs of only one party the party desiring additional guys and anchors may install anchors and anchor rods at no expense to the other party or in case of right-of-way restrictions may provide a double thimble anchor rod and anchor in place of the existing anchor rod and anchor to which the other party can attach its existing guy at its own expense.

H. The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

I. Joint use of a pole shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:

PUBLIC VERSION

1. The pole was a Joint Pole under the Old Joint Use Agreement as of the Effective Date.
2. Both parties had Attachments on the pole – the pole was actually in joint use – as of the Effective Date.

J. Both before and after any termination of the right to place Attachments on additional poles, the Licensee shall have the right to Transfer its Attachments from an existing pole to a new pole installed as a replacement and to continue joint use on such pole.

K. To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate to facilitate the other party's planning and budgeting. To facilitate any preparation of Appendix A or Appendix B, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of Appendix A or Appendix B.

ARTICLE V

PLACEMENT OF NEW POLES

A. Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for joint use. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments. If the other party responds with submission of an Appendix A within ten (10) business days, then the pole Owner shall construct the new pole facilities with allowance for the space requirements of the other party. Costs for such construction shall be allocated in accordance with Article VIII. If no response is received within the ten (10) business day period, the other party will be deemed to have declined joint use.

B. In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of Joint Poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of Joint Poles so as to work towards such a division of ownership of the Joint Poles that neither party shall be obligated to pay to the other any adjustment payments because of their respective use of Joint Poles owned by the other, due regard being given to the desirability of avoiding mixed ownership of poles in a section of line. The parties agree to negotiate in good faith to attempt to enter into a pole setting agreement, if requested by either party, but the terms and enforceability of this Agreement are not conditioned on the entry of such an agreement. Except as might be provided in any such pole setting agreement, there is no requirement that the parties will own an equal number of poles.

PUBLIC VERSION

C. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under Article IV, Section G. The party owning the pole line shall provide initial right-of-way clearance 15 feet on each side of the center line to the extent practicable, all right-of-way in excess of this 30 foot swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

D. Each party shall, when possible to do so, give ninety (90) days prior written notice to the other of any planned new construction project that involves twenty (20) or more poles.

ARTICLE VI

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

The Owner and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the Owner does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Owner's poles, no liability on account thereof shall attach to the Owner of the poles.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

A. The Owner shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective. In case of emergency, with the giving of verbal notice followed by written notice within five (5) business days of completing the work, Licensee may replace Joint Poles, anchors and guys as may be considered necessary for public safety or the restoration of Licensee's service, in which case the Licensee shall be reimbursed by the Owner in the full amount of the cost of labor and materials plus any applicable overhead expenses.

B. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. The Owner will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Whenever it is necessary to replace or relocate a Joint Pole, the Owner shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole. The Licensee shall transfer its Attachments to the new or relocated Joint Use Pole within sixty (60) days of receipt of Owner's written notice, which notice shall not be sent until other

parties have transferred their attachments, if applicable, and Licensee is "next to go" for transfer work. The Owner may grant a time extension upon request by the Licensee based on

1. special circumstances relating to a particular location, or
2. instances where transfers are "bulk loaded" into NJUNS upon the parties' initial participation in NJUNS, or
3. instances where more than five (5) times the transferring party's average monthly transfers during its most recent fiscal year is being requested (except in cases where the number of transfers requested is fifty (50) or less in which case the sixty (60) day deadline set forth in this paragraph C shall apply.

Any such time extension will apply only to that particular instance and will not be deemed as precedent or as alteration of the terms of this Agreement. If a time extension is granted, the new deadline date will become the Licensee Transfer Date for purposes of this Article.

The electronic notification system of pole transfer requests, provided by the National Joint Utilities Notification System ("NJUNS"), is to be used as the preferred method of notification required by this article. The parties may, by mutual assent, agree to use an alternate electronic notification system. In the event no electronic notification method is available, written notification will be used. As a prerequisite for use of this system, both parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.

D. Should the Licensee fail to Transfer its Attachments to the new Joint Pole by the Transfer Deadline, the Owner may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. In instances where the Electrical Distributor is the Owner of such pole, the unused portion of the pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the pole remains in structural conflict with the power route.

E. In the event that the upper management escalation procedure (exclusive of litigation) fails to resolve, to the reasonable satisfaction of both parties, three (3) or more disputes concerning Delinquent Transfers or Non-Compliant Attachments within a calendar year, then the late fee and trip charge provisions described immediately below in this paragraph shall become effective. For purposes of this Section the parties intend that a dispute will encompass, at a minimum, all related Transfers and Non-Compliant Attachments. A party may not circumvent the spirit of this provision by initiating separate disputes for related items (e.g., initiating separate disputes for each pole in a line where a Transfer is pending, or for individual Non-Complaint Attachments placed in a line). Additionally, disputes that are not resolved because an outside party and/or other attacher is the cause, in whole or in part, of the alleged problem, shall not be included in calculating the number of unresolved disputes pursuant to this Section. Upon this provision becoming effective, and as an additional remedy to ensure timely handling of Delinquent Transfers and Non-Compliant Attachments, each party may bill the other party an additional amount equal to the then annual Base Rate per pole for each Delinquent Transfer and Non-Compliant Attachment older than ninety (90) days in existence on June 30 and December

31 of each year. Bills issued pursuant to this Section shall be separate and apart from annual rental invoices, and shall be issued within thirty (30) days of the aforementioned dates. Before a party can take advantage of the billing provision set forth in this Section, the parties must have been using NJUNS (or a similar formal electronic notification system agreed to by the parties) for one year and must have participated in Joint Operations Committee meeting for one year in accordance with Article XIX.E (provided, however, that such meetings may be cancelled by mutual agreement of the parties and provided further, that if one party fails to meet with the other party upon the other party's reasonable request, such failure to meet shall not prevent this Section from becoming effective). Participation in NJUNS (or similar system) and in Joint Operations Committee meetings that occur prior to this provision becoming effective shall be counted in determining the effective date of the bill provision set forth in this Section. No such fees shall accrue for the first 180 days following the Effective Date of this Agreement. In addition, the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee. These monthly costs and trip costs will only accrue for instances which have been documented through NJUNS or such other electronic notification system as may be in use at the time.

F. In the event the Licensee notifies the Owner that a Transfer has been accomplished, and the Owner returns to the job site to remove the old pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site.

G. The intent of the sections (E) and (F) of this Article is to ensure timely Transfers and minimize situations of two or more poles needlessly remaining at the same location for extended periods of time. Further, the provisions of these sections will only apply when poles are installed in a manner consistent with Section VII.B.

H. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair.

I. Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

J. Attachments shall be deemed compliant if they were in compliance with the Article III Specifications in effect at the time the Attachments were made. Licensee agrees to bring existing Attachments into compliance with the applicable specifications set forth in Article III in instances where the Licensee is modifying its existing facilities and can do so without rearrangement of another party's Attachments on the pole. If Licensee cannot bring its Attachments into compliance in this situation until a third party completes its work, Licensee will notify Owner. Licensee shall not be obligated to bring its Attachments into compliance with the applicable specifications unless and until the third party has completed its work.

K. The cost of maintaining poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

L. Where one party owns existing poles, and different, new or replacement poles are needed in substantially the same place to accommodate the other party's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, the party owning the existing poles will construct and own the new poles, and the costs will be paid as provided in Article VIII. If the party owning the poles does not commit to

PUBLIC VERSION

build or fails to build the poles within the time reasonably needed by the other party, then the other party may build the poles and the costs will be paid as provided in Article VIII, with the party owning the existing poles owning the new poles. This section addresses overbuilding of existing poles by the party not owning such poles.

M. The Owner of a Joint Pole shall have the right to require the Licensee, within 120 days after the Licensee Transfer Date (as defined in Article VII), either (a) to Transfer its Attachments from an existing pole to a new pole that is erected to carry the same or a similar service or Attachments that are on the existing pole, or (b) to remove its Attachments from the existing pole and terminate joint use as to the existing pole, and the choice of option (a) or (b) will be the Licensee's. Or, if neither the Owner nor the Licensee desires a Transfer, the Owner may elect to abandon the existing pole to the Licensee as provided in Section VII.D. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE VIII

DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. If joint use is established pursuant to Section V.A above, the cost of erecting new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this Section VIII.A. If joint use is not established pursuant to Section V.A above, the provisions of Section VIII.H below will control.

1. A Normal Pole, or if adequate a Joint Pole smaller than the Normal Pole, shall be erected at the sole expense of the Owner.
2. A pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Owner's requirements, including Owner's requirements for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Owner's wires clear of trees, shall be erected at the sole expense of the Owner.
3. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee requirement for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Licensee's wires clear of trees, the Owner shall pay all costs associated with the construction of a Normal Pole and the Licensee shall pay to the Owner the remaining costs of erecting the larger than Normal Pole. If in connection with the construction of a pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the pole within three (3) years from the date the pole was set, then the Licensee shall no longer be entitled to its Space on such pole.
4. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due to the requirements of both parties for greater than Normal Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Normal Pole shall be shared equally by the Licensee and the Owner, the rest of the cost of erecting such pole to be borne by the Owner.

5. A pole, including all appurtenances or fixtures, erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Owner and the Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING JOINT POLES. Where an existing Joint Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced pole shall be removed and retained by its Owner.

1. A Normal Pole, or if adequate a Joint Pole smaller than the Normal Pole, shall be erected at the sole expense of the Owner; provided, however, that the Owner's obligation to pay such expenses shall apply only if the Licensee notifies the Owner in a timely manner prior to installation of Licensee's Attachments that such pole is insufficient for joint use. If without giving such advance notice the Licensee places one or more Attachments on a pole and thereby creates a violation of Article III or otherwise renders the pole unsuitable for joint use, then the Licensee must pay the full cost of removing and replacing the pole with a pole of sufficient size to remedy the violation or render the pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.

2. A pole larger than the Normal Pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Owner's requirements including Owner's requirement for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Owner's wires clear of trees shall be erected at the sole expense of the Owner. The Owner shall bear the full expense of replacing or transferring all the Owner's Attachments and the Licensee shall bear the full expense of replacing or transferring all the Licensee's Attachments.

3. In the case of a pole larger than the Normal Pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirement for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Owner the Make-ready cost of the new pole.

4. In the case of a pole larger than the Normal Pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of both parties for greater than Normal Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Normal Pole shall be shared equally by the Licensee and the Owner, the rest of the cost of erecting such pole to be borne by the Owner. The Owner and Licensee shall replace or Transfer all Attachments at their own expense.

5. For purposes of this Section C, any pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee and deemed a Normal Pole whether or not the terms of this Agreement, including the space provisions of Article II, have been satisfied.

D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. MAINTENANCE AND REPLACEMENT COSTS. The expense of maintaining Joint Poles shall be borne by the Owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.

F. PAYMENT BASIS. Payments made by either party to the other under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 20% above the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. CORRECTIVE MEASURES

1. If any Attachment of the Licensee is found to be in violation of the terms of this Agreement (including the provisions of Articles II.M and III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

2. If any Attachment of the Owner is found to be in violation of the terms of this Agreement (including the provisions of Articles II.M and III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Owner shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

3. If there exists a violation of the terms of this Agreement (including the provisions of Articles II.M and III), and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

4. If one or more Outside Party attachees caused the violation, then such Outside Party attachee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Owner and any other attachees; and the pole Owner will make reasonable effort to cause the Outside Party to make such payment.

PUBLIC VERSION

H. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES.

1. If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Licensee shall pay all Make-ready costs associated with the Licensee attaching to the pole.
2. If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then –
 - a. The Licensee shall pay all Make-ready costs associated with the Licensee attaching to the pole if (i) the Owner gave notice pursuant to Section V.A but (a) the Licensee did not, if required, submit an Appendix A as provided in Article IV and, if applicable, Section V.A or (b) did not, within one year after the later of the receipt of the written notice provided for in Article V or construction of the pole, commence placement of Attachments on such pole; or (ii) both (a) the pole is a Normal Pole or larger and (b) was constructed in connection with a project involving three or fewer poles.
 - b. If (i) the Owner did not give notice pursuant to Section V.A. with respect to the pole and (ii) either (a) the pole is smaller than a Normal Pole or (b) the pole was constructed in connection with a project involving four or more poles, then the Owner shall pay all Make-ready costs associated with the Licensee attaching to the pole.

I. BUILDING DOWN. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Normal Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Normal Space.

J. MAKE-READY WHEN APPENDIX A OR APPENDIX B NOT REQUIRED. Except as provided in Section VIII.I above, the Owner shall not be obligated to pay Make-ready costs for any initial or additional Licensee Attachment for which an Appendix A or Appendix B is not required.

ARTICLE IX

UNAUTHORIZED ATTACHMENTS

Unauthorized Attachments are any Attachments made after the Effective Date of this Agreement for which the Appendix A or Appendix B requirements (as set forth herein) have not been satisfied. Unauthorized Attachments may be identified either at specific locations or as a collective group as determined by an inventory in conjunction with Appendices A and B submitted since the prior inventory. For each Unauthorized Attachment, the Owner shall invoice the Licensee and the Licensee shall pay to the Owner a fee which is the greater of:

- a. annual pole rental retroactive to the most recent inventory, or
- b. annual pole rental for the current year plus one prior year.

Such invoices shall be in addition to, and not in lieu of, normal annual rent payments. In addition, the Owner may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of written notice from the Owner an Appendix A or Appendix B, as appropriate, along with supporting

PUBLIC VERSION

engineering design data for each such Attachment, and upon review of such information, Owner may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article XIX to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different pole line locations or if non-approval of Appendix A or Appendix B is justified, remove the Unauthorized Attachment at Licensee's expense within 180 days after receipt of written notice from the Owner. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article III.

ARTICLE X

ABANDONMENT OF JOINT USE POLES

If the Owner desires at any time to abandon any Joint Pole, it shall, except as provided in Article VII, Section D, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period the Owner and any third parties shall have no Attachments thereon, but Licensee has not removed its Attachments, such pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay the Owner the then depreciated value in place of the pole to the Owner. The former Owner shall further evidence transfer of title to the pole by appropriate means. The Licensee may at any time abandon the use of a joint pole by removing there from any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE XI

ADJUSTMENT PAYMENTS

- A. At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory").
- B. When a third-party is to perform the inventory, each party shall provide a list of its approved contractors to participate in a bid. The parties shall cooperate in the selection of the contractor. However, if one party owns 75% or more of the Joint Use Poles based on the most recent accounting, it shall have the right to select the contractor. If the Parties cannot agree upon a contractor, each Party shall select their own representative to conduct an inventory, with the cost of such representative to be borne by the Party employing them.
- C. At the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Licensee for the sole purpose of attaching wires or cables thereto, either directly or by means of a pole top extension fixture, in order to provide clearance between the facilities of the two parties as distinguished from providing support for such wires or cables, shall not be considered as a Joint Pole, but all other

PUBLIC VERSION

poles of the Owner on which the Licensee has an Attachment shall be considered Joint Poles. Each party shall share equally the net cost of making the Actual Inventory.

D. If there is any difference in the number of attachments found by the Actual Inventory and the number arrived at by tabulated by those reported, correction will be made by retroactive billing for any attachments identified as being responsible for the difference, and any remaining difference will be spread evenly over the years since the last Actual Inventory and billed at the rates in effect for those years.

E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year, each party acting in cooperation with the other.

F. Adjustment payments per pole due from one party as Licensee to the other party as Owner shall be as indicated in the table below. The Electrical Distributor shall pay the amounts in Column "A" for each Joint Pole owned by the Telephone Company and the Telephone Company shall pay the amounts in Column "B" for each Joint Pole owned by the Electrical Distributor. The smaller total sum shall be deducted from the larger and the Electrical Distributor or the Telephone Company, as the case may be, shall pay to the other the difference between such amounts. The adjustment payment herein provided shall be paid within forty-five (45) days after the date of the invoice.

ANNUAL ADJUSTMENT PAYMENT PER POLE (or "RATE")

	A	B
Duration	Amount Payable by Electrical Distributor	Amount Payable by Telephone Co.
Jan. 1, 2008– Dec. 31, 2008	\$28.00	\$28.00
Jan.1, 2009 – Dec. 31, 2009	\$29.71	\$29.71

For years after 2009, the annual adjustment payment shall be determined by applying the most recent 12 months' percentage change between the two preceding July 1 index numbers in the Handy Whitman Index (HWI) for the South Atlantic Region Account 364, Poles Towers and Fixtures, to the previous year's rate, rounded to two places (.xx) to get a new adjusted rate. In the event the HWI is no longer usable for this purpose, the parties shall use the Consumer Price Index—All Urban Consumers—Not Seasonally Adjusted for the South Urban Area, or such other index as is the closest equivalent thereof. The rate new adjusted for each such year shall be calculated as follows:

For 2010, and subsequent years, the Current Rate (CR) shall be adjusted by the Percentage of Change (PC) in the HWI, or other index, for the Telephone Company and the Electrical Distributor. The New Adjusted Rate (NR) shall apply to all rentals from January 1 to December 31.

PUBLIC VERSION

The formula for determining the Percentage Change (PC) shall be:

$$PC = (HWI \text{ Current Year} - HWI \text{ Previous Year}) / HWI \text{ Previous Year}$$

[For example, for 2010, the PC = (HWI 2010 – HWI 2009) / HWI 2009.]

The formula for determining the New Adjusted Rate shall be:

$$NR = (1 + PC) * CR$$

[For example, for 2010, the NR = (1 + PC 2010) * CR 2009.]

ARTICLE XII

DEFAULTS

A. If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party via certified mail to the operational and legal addresses referenced in Article XVIII, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use by sending written notice of such suspension via certified mail to the operational and legal addresses referenced in Article XVIII and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement as far as concerns the future granting of joint use.

B. If after thirty (30) days of receipt of written notice via certified mail to the operational and legal addresses referenced in Article XVIII either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such a payment within thirty (30) days upon presentation of bills therefore shall, at the election of the other party, constitute a default under Section A of this Article.

ARTICLE XIII

RIGHTS OF OTHER PARTIES

A. If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

PUBLIC VERSION

B. If either party hereto desires to confer upon others not parties to this agreement (Outside Parties), by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article III, and (2) such Attachments shall not be located within the space allocation of Licensee to the extent allowed by law. Owner shall derive all of the revenue accruing from such Outside Parties.

C. For purposes of this Agreement, all Attachments of any such Outside Party shall be treated as attachments belonging to the Owner, and the rights, obligations and liabilities hereunder of Owner in respect to such Attachments shall be the same as if it were the actual Owner thereof.

D. With respect to any rights and privileges granted under this Article to others not parties hereto, Licensee shall not be required to transfer or rearrange its Attachments to accommodate an outside party until Licensee receives payment for the costs associated with such changes.

E. If the Licensee is not the incumbent provider of its services in an area, then the Licensee shall not have a right to use Normal Space in a manner that is inconsistent with any contract between the Owner and an incumbent provider of the Licensee's services in the area. However, the Licensee shall otherwise have rights to joint use consistent with the terms of this Agreement; but, if the pole is not suitable for joint use with the Licensee's Attachments, then the Licensee must pay the full cost of rendering the pole suitable for Licensee's Attachments, including as necessary rearrangements or removing and replacing the pole with a pole of sufficient size and strength to accommodate Licensee's Attachments, plus the cost of all Transfers and other work incident thereto.

F. The Owner will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

ARTICLE XIV

ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of

PUBLIC VERSION

its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual Owner thereof. Nothing herein contained shall prevent or limit the right of either party to assign its rights to monies owed by the other party through fees, damage claims, or otherwise to a third party for the purpose of collection of those funds.

ARTICLE XV

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the Owner thereof, but any tax, fee, or charge levied on Owner's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XVII

BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after the invoice date. Except as provided in Section XVII.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5%

PUBLIC VERSION

exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

ARTICLE XVIII

NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Telephone Company:

Operational Notices:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama
Terri L. Bowman
Director Construction & Engineering
113-S
3196 Hwy 280 E
Birmingham, AL 35243

Legal/Official Notices:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama
Legal Department
600 19 Street N., Suite 28A2
Birmingham, AL 35203
Tel: (205) 714-0556

Electrical Distributor:

Opelika Light & Power Department
PO Box 390
Opelika, AL 36808-0390
1010 Avenue C
Opelika, AL 36801
Phone: 334-705-5570
Fax: 334-705-5148

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Appendix A or Appendix B shall be made to the sender rather than to the person designated in Section A or B above.

PUBLIC VERSION

- D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email or facsimile.
- E. A second copy of any notice given under Article XII or Article XX shall be given to the following persons, who may from time to time be changed by written notice:

Telephone Company:

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama
Kirk Smith
Area Manager
Room W3D
3535 Colonnade Parkway North
Birmingham, AL 35243

Electrical Distributor:

Opelika Light & Power Department
PO Box 390
Opelika, AL 36808-0390
1010 Avenue C
Opelika, AL 36801
Phone: 334-705-5570
Fax: 334-705-5148

- F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE XIX

DISPUTE RESOLUTION

- A. Within one-hundred-twenty (120) days after execution of this Agreement, representatives from both parties will meet at a mutually agreeable location to discuss Delinquent Transfers and Non-Compliant Attachments in existence at the time of contract execution. The parties shall then cooperate to establish a reasonable deadline for completion of work required to remedy the Delinquent Transfers and Non-Compliant Attachments. Reasonable extensions of time should not be denied if they would not result in material prejudice to the party requesting the work, and if the other party performing the work is acting with reasonable diligence to complete the work. If a party fails to remedy a Delinquent Transfer or Non-Compliant Attachment by the agreed upon deadline, or if that party disputes that it is responsible for performing the work, the other party may initiate the upper management escalation procedure set forth in Article XIX (D).
- B. In the event of a dispute regarding any compliance or non-compliance with the provisions of Articles II.M and III or a dispute under the last paragraph of Article III of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the pole location to investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The

parties will make a diligent and good faith effort to resolve such disputes at the local level by the parties' respective local engineers and local managers and to escalate to upper management in accordance with section D of this Article at least fourteen (14) days prior to submission to a referee.

1. If the parties are unable to resolve any such dispute, then either party may submit the matter for resolution to a "Referee" for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party's representative who was involved in the attempt to resolve the dispute and the other party's representative designated pursuant to Section XVIII.A or B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party's "Contact Person" for the dispute. The other party will promptly respond with a letter similarly sent and copied that provides such party's summary of the dispute and designates such party's Contact Person for the dispute.
2. If the parties mutually agree to do so, instead of proceeding under Section B.1 above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party's Contact Person for the dispute.
3. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.
4. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The parties agree to be bound to pay the Referee's fees and expenses as provided herein.
5. The Referee will be appointed as follows:
 - (a) Each party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person to serve as the Referee.
 - (b) In the event that the two engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind

PUBLIC VERSION

drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

C. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the parties may by mutual written agreement remove, replace or appoint a Referee at any time.

D. The parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a district manager or person who reports to the President/CEO/General Manager of Electrical Distributor and a district general manager for BellSouth; and, if not resolved by them, between the President/CEO/General Manager of Electrical Distributor and the Network Vice President for BellSouth. If either Electrical Distributor or BellSouth reorganizes or changes titles, the equivalent person for such party shall perform the above functions.

E. There shall be a "Joint Operations Committee" composed of no more than three (3) representatives from Telephone Company and no more than three (3) representatives from the Electrical Distributors in Alabama who have joint use agreements with Telephone Company, which committee shall meet at least annually and as requested by the representatives of either Telephone Company or the Electrical Distributors.

ARTICLE XX

TERM OF AGREEMENT

This Agreement shall continue in full force and effect until terminated, insofar as the making of Attachments to additional poles is concerned, by either party giving to the other six months' notice in writing of intention to terminate the right of making Attachments to additional poles. Such six-month notice may not be given earlier than three years after the Effective Date. Any such termination of the right to make Attachments to additional poles shall not, however, abrogate or terminate the right of either party to maintain the Attachments theretofore made on the poles of the other or additional Attachments to such poles, and all such Attachments shall continue thereafter to be maintained, pursuant to and in accordance with the terms of this Agreement, which Agreement shall, so long as said Attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to said Attachments.

PUBLIC VERSION

ARTICLE XXI

EXISTING CONTRACTS

All existing agreements for joint use of Poles between the parties, and all amendments thereto (hereinafter "Old Joint Use Agreement") are by mutual consent hereby abrogated and superseded by this Agreement. Nothing in the foregoing shall preclude the parties to this agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXII

LIABILITY

Each party to this Agreement shall indemnify, protect, save and hold harmless the other party from and against any and all loss, cost, damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any Workers' Compensation Law, caused by, or arising out of, the negligence or intentional acts or omissions of the indemnifying party, its employees, contractors or agents. This provision does not apply to losses, damages or liabilities arising out of the indemnitee's or its employees', contractors' or agents' sole, concurrent or contributory negligence. If the indemnifying party is obligated to defend the indemnitee in a legal proceeding, the indemnitee may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred.

The parties agree that disputes relating to a party's obligation under this Article shall be subject to the upper management escalation process set forth in Article XIX (D) of this Agreement.

ARTICLE XXIII

CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE XXIV

REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

PUBLIC VERSION

In witness whereof, the parties hereto have caused these presents to be executed in two counterparts by their respective officers thereunto duly authorized as of the Effective Date.

(SEAL)

City of Opelika, Opelika Light & Power Department

By: _____

[Printed Name]

Title: _____

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

By: _____

Rick Suarez

[Printed Name]

Title: *Vice President, Construction & Engineering*



PUBLIC VERSION

APPENDIX A

Make-ready work required: Yes ___ No ___

REQUEST FOR PERMISSION TO PLACE A POLE INTO JOINT USE: (To be completed by the Licensee)

To: _____
OWNER DATE OF REQUEST

ADDRESS REQUEST NUMBER

This is to request permission for this Company to use jointly certain of your poles under the terms and conditions of our Agreement for Joint Use of Distribution Poles, dated _____.

The poles, including the number and character of facilities to be placed thereon, for which this permission is requested, are those included in the attached design drawings, which also bears the above date and Request Number.

Our present plan is to start this work about _____, 20____, and complete the work about _____, 20____.

Included as a part of this application are detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the point of attachment on each pole, the number and character of the facilities to be placed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any Rearrangements of fixtures and equipment necessary, any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground will be submitted to the Owner for approval prior to construction. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information.

The Licensee shall obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

Proposed number of attachments (including additional attachments where more than two feet of pole space is utilized)

Proposed number of removals

If the joint use proposed is agreeable, please signify your approval of this request in the spaces provided and return the second copy to us.

LICENSEE (COMPANY NAME)

NAME OF APPLICANT SIGNATURE OF APPLICANT

ADDRESS TITLE

APPROVAL TO PROCEED WITH ATTACHMENT: (To be completed by the Owner)

DATE PERMIT NUMBER

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____ payable in advance of any work being performed.

TITLE OF OWNER'S REPRESENTATIVE SIGNATURE OF OWNER'S REPRESENTATIVE

PUBLIC VERSION

APPENDIX B

Make-ready work required: Yes ___ No ___

REQUEST FOR OWNER'S APPROVAL TO ADD OR MODIFY ATTACHMENTS ON AN EXISTING JOINT USE POLE: (To be completed by the Licensee)

To: _____
OWNER DATE OF REQUEST

ADDRESS REQUEST NUMBER

This is to provide design data and obtain a work authorization for this Company to add or modify attachments on existing joint use poles under the terms and conditions of our Agreement for Joint Use of Distribution Poles, dated _____.

The poles, including the changes in the number and character of facilities to be placed thereon, for which this permission is requested, are those included in the attached design drawings, which also bears the above date and Request Number.

Our present plan is to start this work about _____, 20____, and complete the work about _____, 20____.

Included as a part of this application are detailed construction plans and drawings, together with necessary maps, to indicate specifically the existing attachments we intend to add or modify, the point of attachment on each pole, the number and character of the facilities currently installed and those to be placed, replaced, or removed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any Rearrangements of fixtures and equipment necessary, any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our existing and proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground other than those listed will be submitted to the Owner for verification of compliance prior to construction. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information.

The Licensee **shall obtain** all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

If the modifications proposed are agreeable, please signify your approval of this request in the spaces provided and return the second copy to us.

LICENSEE (COMPANY NAME)

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ADDITION OR MODIFICATION: (To be completed by the Owner)

DATE

PERMIT NUMBER

This is to advise you that the above request to add or modify attachments on certain Joint Poles of this system is approved. You may proceed with such additions or modifications on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____ payable in advance of any work being performed.

TITLE OF OWNER'S REPRESENTATIVE

SIGNATURE OF OWNER'S REPRESENTATIVE

EXHIBIT E-16

PUBLIC VERSION

**AGREEMENT FOR JOINT USE OF DISTRIBUTION POLES
BETWEEN**

City of Tarrant, Tarrant Electric Department

AND

BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

DATED January 1, 2010

PUBLIC VERSION

Table of Contents

ARTICLE I SCOPE OF AGREEMENT.....	3
ARTICLE II EXPLANATION OF TERMS	3
ARTICLE III SPECIFICATIONS	5
ARTICLE IV ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE	6
ARTICLE V PLACEMENT OF NEW POLES	8
ARTICLE VI RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS	9
ARTICLE VII MAINTENANCE OF POLES AND ATTACHMENTS	9
ARTICLE VIII DIVISION OF COSTS	12
ARTICLE IX UNAUTHORIZED ATTACHMENTS	15
ARTICLE X ABANDONMENT OF JOINT USE POLES	16
ARTICLE XI ADJUSTMENT PAYMENTS	16
ARTICLE XII DEFAULTS	18
ARTICLE XIII RIGHTS OF OTHER PARTIES	18
ARTICLE XIV ASSIGNMENTS OF RIGHTS	19
ARTICLE XV WAIVER OF TERMS OR CONDITIONS	20
ARTICLE XVI PAYMENT OF TAXES	20
ARTICLE XVII BILLS AND PAYMENT FOR WORK	20
ARTICLE XVIII NOTICES	21
ARTICLE XIX DISPUTE RESOLUTION	22
ARTICLE XX TERM OF AGREEMENT	24
ARTICLE XXI EXISTING CONTRACTS	25
ARTICLE XXII LIABILITY	25
ARTICLE XXIII CONSTRUCTION	25
ARTICLE XXIV REMEDIES CUMULATIVE	25

APPENDIX A

APPENDIX B

PUBLIC VERSION

JOINT USE OF WOOD POLES

PREAMBLE

City of Tarrant, Tarrant Electric Department, a corporation organized under the laws of the State of Alabama, (hereinafter called the "Electrical Distributor"), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, a corporation organized under the laws of the State of Alabama (hereinafter called the "Telephone Company"), desiring to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both parties render service in the State of Alabama whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective January 1, 2010 ("Effective Date"):

ARTICLE I

SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Alabama, and shall cover all poles now existing or hereafter erected in the above territories when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. Each party reserves the right to exclude from joint use, poles not yet in joint use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes joint use of such Poles undesirable.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. "Actual Inventory" is defined in Section XI.A.
- B. "Attachment" is any cable, wire (including ground wires), strand, circuit, service drop, overlash, appurtenance, equipment, pedestal or apparatus of any type attached to the pole. A pedestal adjacent to a Joint Use Pole, but not affixed to it, shall not be considered an attachment. Ground wires are exempt from the application requirements set forth in Article IV, and shall not be taken into account for inventory or billing purposes.
- C. "Contact Person" is defined in Section XIX.B.1.
- D. "Cost in Place" is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
- E. "Distribution Pole" is any wood, steel, or concrete pole owned by any party to this agreement. Poles carrying voltages higher than 35kv phase-to-phase are specifically excluded

from this agreement. Metal, concrete, or fiberglass poles installed solely for outdoor lighting are specifically excluded from this agreement.

F. "Joint Pole" is a pole for which joint use is established or continued pursuant to the terms of this Agreement.

G. "Licensee" is the party having the right under this Agreement to make and maintain Attachments on a Joint Pole that the other party owns.

H. "Licensee Transfer Date" is defined in Section VII.C.

I. "Make-ready" is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

J. "NESC" is defined in Article III.

K. "Non-guyed Service Drop" is a Service Drop that requires no guys under the Licensee's design standards or the applicable specifications of Article III. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of Article III, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.)

L. "Normal Pole" is a pole which is just tall enough to provide Normal Space, as Normal Space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in Article III for the Attachments ordinarily placed by the parties in their respective Normal Spaces. Such pole for the purpose of this Agreement shall be a 40 foot class 5 wood pole as classified by the pole classification tables of the American National Standards Institute. The foregoing definition of "Normal Pole" is not intended to preclude the use of Joint Poles shorter or of less strength than the Normal Pole in locations where such poles will meet the requirements of the parties hereto.

M. "Normal Space" is the following described space:

1. For the Electrical Distributor the uppermost 6-1/2 feet, measured from top of pole on 35 foot poles and 9 feet from top of pole on 40 foot poles.
2. For the Telephone Company a space of 2 feet on both 35 foot and 40 foot poles measured upward from the point of Attachment on the Pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the parties, sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Telephone Company's Attachments. When practicable, the Telephone Company will, after the Effective Date, make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is the midpoint of its Normal Space.

In the event the pole Owner installs a pole larger than the Normal Pole solely in anticipation of Owner's future requirements or additions, the Normal Space for the Owner, as defined above, for that pole shall be increased to include the additional above ground space provided by the Owner, with the Licensee's Normal Space remaining intact.

PUBLIC VERSION

- N. "Owner" is the party owning the Joint Pole.
- O. "Rearrangement" is the moving of Attachments from one position to another on a pole.
- P. "Referee" is defined in Section XIX.B.1.
- Q. "Service Drop" means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.
- R. "Space" is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in Article III which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).
- S. "Transfer" is the removal of Attachments from one pole and the placement of them or substantially identical Attachments upon another.
- T. "Unauthorized Attachment" is defined in Article IX.
- U. "Effective Date" is defined in the Preamble.
- V. "Electrical Distributor" is defined in the Preamble.
- W. "Old Joint Use Agreement" is defined in Article XXI.
- X. "Outside Party" is defined in Section XIII.A.
- Y. "Telephone Company" is defined in the Preamble.

ARTICLE III

SPECIFICATIONS

Except as otherwise provided in Section J of Article VII, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable (1) accepted published modern methods; (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) The Bellcore Manual of Construction Procedures (Blue Book) and subsequent revisions thereof, and (4) lawful requirements of the Owner or of public authorities. Any additional requirements specified by the Owner shall be as to clearance and separation requirements only and shall not be arbitrarily imposed. In no case shall any such changes be applied retroactively. Where the lawful requirements of the Owner or of public authorities may be in excess of the NESC requirements, the more stringent requirements shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements and that additional requirements for height and strength may be required for good practice for the given local conditions.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their

PUBLIC VERSION

agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

ARTICLE IV

ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE

A. Before either party shall make use of the poles of the other party under this Agreement, it shall comply with the requirements set forth herein. Appendix A or B shall be sent either (i) by electronic mail with electronic mail "delivery" receipt obtained, or (ii) by certified mail with return receipt obtained, or (iii) by delivery with signature of recipient obtained.

B. APPENDIX A PROCEDURE. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; or (v) Transfers required by the pole Owner, whenever either party desires to place an Attachment on any pole of the other that is not then in joint use (including road improvement projects and reconstruction of pole lines) or where existing joint use consists solely of one or more Non-guyed Service Drops, it shall submit a completed written application therefore on the form attached hereto and identified as Appendix A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A. Within ten (10) business days after the receipt of such completed application the Owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the ten (10) business day period, the pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such pole as provided in this Agreement. If the Owner rejects the application in whole or in part, the Owner will specify the reason(s). The application shall be rejected only for good cause. Upon receipt of notice from the Owner that the application has been approved or in the absence of rejection of the application within ten (10) business days from the receipt of the completed application, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's Attachments on such poles, including any necessary pole replacements, the applicant shall have the right as Licensee hereunder to place such Attachments on such poles in accordance with the terms of the application and of this Agreement (including Article III).

C. APPENDIX B PROCEDURE. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) the vertical use of the unused space on a pole as provided in Section IV.E below; (vi) Rearrangements; or (vii) Transfers required by the pole Owner, whenever the Licensee desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Licensee shall submit a completed written application therefore on the form attached hereto and identified as Appendix B or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix B. However, if the existing joint use consists solely of one or more Non-guyed Service Drops, then the Licensee must follow the Appendix A procedure set forth in Article IV.B above before making any additional Attachments other than Non-guyed Service Drops. Unless the Owner rejects the completed Appendix B form within ten (10) business days from the date of receipt, the Licensee may proceed with making such Attachments or changes as are identified in the Appendix B form in accordance with the terms of the application and this Agreement (including Article III). If the Owner rejects the application in whole or in part, the Owner will specify the reason(s). The application shall be rejected only for

good cause. If the Owner determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of Article III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures resulting from the Licensee's attachments, including removal and replacement of the pole and all Transfers or other work incident thereto. If such deficiencies are partially caused by other attachees, then the cost of the corrective measures shall be applied on a pro rata basis.

D. Any Non-guyed Service Drop that is placed by one party on the other party's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of one or more Non-guyed Service Drops shall not in and of itself create Normal Space.

E. Either party, without following the Appendix A or Appendix B procedure, may utilize vertical unused space below its Normal Space as defined in Article II for street lighting, terminals, risers or other vertical Attachments if the existing joint use of such pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of Article III). Any such Attachment and pole will be subject to all other provisions of this Agreement, including the adjustment payment provisions of Article XI.

F. Each party shall place, transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

G. Wherever practicable, double thimble anchor rods and anchors of sufficient holding power to sustain any unbalanced loads of the two parties shall be installed and used jointly. The ownership of the double thimble anchor rods and anchors will be vested in the Owner of the pole. In any case, where one party provides at the request of the other party double thimble anchor rods and anchors for the use of both parties the party requesting the double thimble anchor rods and anchors shall pay to the party placing the double thimble anchor rods and anchors a sum equal to half of the cost of the anchors and anchor rods in place. In cases where the existing anchors are adequate for the needs of both parties, and where mutually acceptable to both parties, the party desiring additional guys may, where necessary, install an adapter at its own expense. In cases where existing anchor rods and anchors are adequate for the needs of only one party the party desiring additional guys and anchors may install anchors and anchor rods at no expense to the other party or in case of right-of-way restrictions may provide a double thimble anchor rod and anchor in place of the existing anchor rod and anchor to which the other party can attach its existing guy at its own expense.

H. The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII - Division of Costs.

I. Joint use of a pole shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:

PUBLIC VERSION

1. The pole was a Joint Pole under the Old Joint Use Agreement as of the Effective Date.
 2. Both parties had Attachments on the pole – the pole was actually in joint use – as of the Effective Date.
- J. Both before and after any termination of the right to place Attachments on additional poles, the Licensee shall have the right to Transfer its Attachments from an existing pole to a new pole installed as a replacement and to continue joint use on such pole.
- K. To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate to facilitate the other party's planning and budgeting. To facilitate any preparation of Appendix A or Appendix B, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of Appendix A or Appendix B.

ARTICLE V

PLACEMENT OF NEW POLES

- A. Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for joint use. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments. If the other party responds with submission of an Appendix A within ten (10) business days, then the pole Owner shall construct the new pole facilities with allowance for the space requirements of the other party. Costs for such construction shall be allocated in accordance with Article VIII. If no response is received within the ten (10) business day period, the other party will be deemed to have declined joint use.
- B. In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to construct the new pole facilities already owns more than its proportionate share of Joint Poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of Joint Poles so as to work towards such a division of ownership of the Joint Poles that neither party shall be obligated to pay to the other any adjustment payments because of their respective use of Joint Poles owned by the other, due regard being given to the desirability of avoiding mixed ownership of poles in a section of line. The parties agree to negotiate in good faith to attempt to enter into a pole setting agreement, if requested by either party, but the terms and enforceability of this Agreement are not conditioned on the entry of such an agreement. Except as might be provided in any such pole setting agreement, there is no requirement that the parties will own an equal number of poles.

PUBLIC VERSION

C. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under Article IV, Section G. The party owning the pole line shall provide initial right-of-way clearance 15 feet on each side of the center line to the extent practicable, all right-of-way in excess of this 30 foot swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

D. Each party shall, when possible to do so, give ninety (90) days prior written notice to the other of any planned new construction project that involves twenty (20) or more poles.

ARTICLE VI

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

The Owner and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the Owner does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Owner's poles, no liability on account thereof shall attach to the Owner of the poles.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

A. The Owner shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace, reinforce or repair such of these poles as become defective. In case of emergency, with the giving of verbal notice followed by written notice within five (5) business days of completing the work, Licensee may replace Joint Poles, anchors and guys as may be considered necessary for public safety or the restoration of Licensee's service, in which case the Licensee shall be reimbursed by the Owner in the full amount of the cost of labor and materials plus any applicable overhead expenses.

B. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. The Owner will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Whenever it is necessary to replace or relocate a Joint Pole, the Owner shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole. The Licensee shall transfer its Attachments to the new or relocated Joint Use Pole within sixty (60) days of receipt of Owner's written notice, which notice shall not be sent until other

parties have transferred their attachments, if applicable, and Licensee is "next to go" for transfer work. The Owner may grant a time extension upon request by the Licensee based on

1. special circumstances relating to a particular location, or
2. instances where transfers are "bulk loaded" into NJUNS upon the parties' initial participation in NJUNS, or
3. instances where more than five (5) times the transferring party's average monthly transfers during its most recent fiscal year is being requested (except in cases where the number of transfers requested is fifty (50) or less in which case the sixty (60) day deadline set forth in this paragraph C shall apply.

Any such time extension will apply only to that particular instance and will not be deemed as precedent or as alteration of the terms of this Agreement. If a time extension is granted, the new deadline date will become the Licensee Transfer Date for purposes of this Article.

The electronic notification system of pole transfer requests, provided by the National Joint Utilities Notification System ("NJUNS"), is to be used as the preferred method of notification required by this article. The parties may, by mutual assent, agree to use an alternate electronic notification system. In the event no electronic notification method is available, written notification will be used. As a prerequisite for use of this system, both parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.

D. Should the Licensee fail to Transfer its Attachments to the new Joint Pole by the Transfer Deadline, the Owner may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old pole shall thereupon, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. In instances where the Electrical Distributor is the Owner of such pole, the unused portion of the pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the pole remains in structural conflict with the power route.

E. In the event that the upper management escalation procedure (exclusive of litigation) fails to resolve, to the reasonable satisfaction of both parties, three (3) or more disputes concerning Delinquent Transfers or Non-Compliant Attachments within a calendar year, then the late fee and trip charge provisions described immediately below in this paragraph shall become effective. For purposes of this Section the parties intend that a dispute will encompass, at a minimum, all related Transfers and Non-Compliant Attachments. A party may not circumvent the spirit of this provision by initiating separate disputes for related items (e.g., initiating separate disputes for each pole in a line where a Transfer is pending, or for individual Non-Complaint Attachments placed in a line). Additionally, disputes that are not resolved because an outside party and/or other attacher is the cause, in whole or in part, of the alleged problem, shall not be included in calculating the number of unresolved disputes pursuant to this Section. Upon this provision becoming effective, and as an additional remedy to ensure timely handling of Delinquent Transfers and Non-Compliant Attachments, each party may bill the other party an additional amount equal to the then annual Base Rate per pole for each Delinquent Transfer and Non-Compliant Attachment older than ninety (90) days in existence on June 30 and December

31 of each year. Bills issued pursuant to this Section shall be separate and apart from annual rental invoices, and shall be issued within thirty (30) days of the aforementioned dates. Before a party can take advantage of the billing provision set forth in this Section, the parties must have been using NJUNS (or a similar formal electronic notification system agreed to by the parties) for one year and must have participated in Joint Operations Committee meeting for one year in accordance with Article XIX.E (provided, however, that such meetings may be cancelled by mutual agreement of the parties and provided further, that if one party fails to meet with the other party upon the other party's reasonable request, such failure to meet shall not prevent this Section from becoming effective). Participation in NJUNS (or similar system) and in Joint Operations Committee meetings that occur prior to this provision becoming effective shall be counted in determining the effective date of the bill provision set forth in this Section. No such fees shall accrue for the first 180 days following the Effective Date of this Agreement. In addition, the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee. These monthly costs and trip costs will only accrue for instances which have been documented through NJUNS or such other electronic notification system as may be in use at the time.

F. In the event the Licensee notifies the Owner that a Transfer has been accomplished, and the Owner returns to the job site to remove the old pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site.

G. The intent of the sections (E) and (F) of this Article is to ensure timely Transfers and minimize situations of two or more poles needlessly remaining at the same location for extended periods of time. Further, the provisions of these sections will only apply when poles are installed in a manner consistent with Section VII.B.

H. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair.

I. Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

J. Attachments shall be deemed compliant if they were in compliance with the Article III Specifications in effect at the time the Attachments were made. Licensee agrees to bring existing Attachments into compliance with the applicable specifications set forth in Article III in instances where the Licensee is modifying its existing facilities and can do so without rearrangement of another party's Attachments on the pole. If Licensee cannot bring its Attachments into compliance in this situation until a third party completes its work, Licensee will notify Owner. Licensee shall not be obligated to bring its Attachments into compliance with the applicable specifications unless and until the third party has completed its work.

K. The cost of maintaining poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

L. Where one party owns existing poles, and different, new or replacement poles are needed in substantially the same place to accommodate the other party's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, the party owning the existing poles will construct and own the new poles, and the costs will be paid as provided in Article VIII. If the party owning the poles does not commit to

PUBLIC VERSION

build or fails to build the poles within the time reasonably needed by the other party, then the other party may build the poles and the costs will be paid as provided in Article VIII, with the party owning the existing poles owning the new poles. This section addresses overbuilding of existing poles by the party not owning such poles.

M. The Owner of a Joint Pole shall have the right to require the Licensee, within 120 days after the Licensee Transfer Date (as defined in Article VII), either (a) to Transfer its Attachments from an existing pole to a new pole that is erected to carry the same or a similar service or Attachments that are on the existing pole, or (b) to remove its Attachments from the existing pole and terminate joint use as to the existing pole, and the choice of option (a) or (b) will be the Licensee's. Or, if neither the Owner nor the Licensee desires a Transfer, the Owner may elect to abandon the existing pole to the Licensee as provided in Section VII.D. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE VIII

DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. If joint use is established pursuant to Section V.A above, the cost of erecting new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this Section VIII.A. If joint use is not established pursuant to Section V.A above, the provisions of Section VIII.H below will control.

1. A Normal Pole, or if adequate a Joint Pole smaller than the Normal Pole, shall be erected at the sole expense of the Owner.
2. A pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Owner's requirements, including Owner's requirements for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Owner's wires clear of trees, shall be erected at the sole expense of the Owner.
3. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee requirement for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Licensee's wires clear of trees, the Owner shall pay all costs associated with the construction of a Normal Pole and the Licensee shall pay to the Owner the remaining costs of erecting the larger than Normal Pole. If in connection with the construction of a pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the pole within three (3) years from the date the pole was set, then the Licensee shall no longer be entitled to its Space on such pole.
4. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due to the requirements of both parties for greater than Normal Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Normal Pole shall be shared equally by the Licensee and the Owner, the rest of the cost of erecting such pole to be borne by the Owner.

5. A pole, including all appurtenances or fixtures, erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Owner and the Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING JOINT POLES. Where an existing Joint Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced pole shall be removed and retained by its Owner.

1. A Normal Pole, or if adequate a Joint Pole smaller than the Normal Pole, shall be erected at the sole expense of the Owner; provided, however, that the Owner's obligation to pay such expenses shall apply only if the Licensee notifies the Owner in a timely manner prior to installation of Licensee's Attachments that such pole is insufficient for joint use. If without giving such advance notice the Licensee places one or more Attachments on a pole and thereby creates a violation of Article III or otherwise renders the pole unsuitable for joint use, then the Licensee must pay the full cost of removing and replacing the pole with a pole of sufficient size to remedy the violation or render the pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.

2. A pole larger than the Normal Pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Owner's requirements including Owner's requirement for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Owner's wires clear of trees shall be erected at the sole expense of the Owner. The Owner shall bear the full expense of replacing or transferring all the Owner's Attachments and the Licensee shall bear the full expense of replacing or transferring all the Licensee's Attachments.

3. In the case of a pole larger than the Normal Pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirement for pole space in excess of that set forth in Article II, Section M and requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Owner the Make-ready cost of the new pole.

4. In the case of a pole larger than the Normal Pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of both parties for greater than Normal Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Normal Pole shall be shared equally by the Licensee and the Owner, the rest of the cost of erecting such pole to be borne by the Owner. The Owner and Licensee shall replace or Transfer all Attachments at their own expense.

5. For purposes of this Section C, any pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee and deemed a Normal Pole whether or not the terms of this Agreement, including the space provisions of Article II, have been satisfied.

D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. MAINTENANCE AND REPLACEMENT COSTS. The expense of maintaining Joint Poles shall be borne by the Owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.

F. PAYMENT BASIS. Payments made by either party to the other under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 20% above the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. CORRECTIVE MEASURES

1. If any Attachment of the Licensee is found to be in violation of the terms of this Agreement (including the provisions of Articles II.M and III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

2. If any Attachment of the Owner is found to be in violation of the terms of this Agreement (including the provisions of Articles II.M and III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Owner shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

3. If there exists a violation of the terms of this Agreement (including the provisions of Articles II.M and III), and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

4. If one or more Outside Party attachees caused the violation, then such Outside Party attachee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Owner and any other attachees; and the pole Owner will make reasonable effort to cause the Outside Party to make such payment.

H. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES.

1. If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Licensee shall pay all Make-ready costs associated with the Licensee attaching to the pole.
2. If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then –
 - a. The Licensee shall pay all Make-ready costs associated with the Licensee attaching to the pole if (i) the Owner gave notice pursuant to Section V.A but (a) the Licensee did not, if required, submit an Appendix A as provided in Article IV and, if applicable, Section V.A or (b) did not, within one year after the later of the receipt of the written notice provided for in Article V or construction of the pole, commence placement of Attachments on such pole; or (ii) both (a) the pole is a Normal Pole or larger and (b) was constructed in connection with a project involving three or fewer poles.
 - b. If (i) the Owner did not give notice pursuant to Section V.A. with respect to the pole and (ii) either (a) the pole is smaller than a Normal Pole or (b) the pole was constructed in connection with a project involving four or more poles, then the Owner shall pay all Make-ready costs associated with the Licensee attaching to the pole.

I. BUILDING DOWN. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Normal Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Normal Space.

J. MAKE-READY WHEN APPENDIX A OR APPENDIX B NOT REQUIRED. Except as provided in Section VIII.I above, the Owner shall not be obligated to pay Make-ready costs for any initial or additional Licensee Attachment for which an Appendix A or Appendix B is not required.

ARTICLE IX

UNAUTHORIZED ATTACHMENTS

Unauthorized Attachments are any Attachments made after the Effective Date of this Agreement for which the Appendix A or Appendix B requirements (as set forth herein) have not been satisfied. Unauthorized Attachments may be identified either at specific locations or as a collective group as determined by an inventory in conjunction with Appendices A and B submitted since the prior inventory. For each Unauthorized Attachment, the Owner shall invoice the Licensee and the Licensee shall pay to the Owner a fee which is the greater of:

- a. annual pole rental retroactive to the most recent inventory, or
- b. annual pole rental for the current year plus one prior year.

Such invoices shall be in addition to, and not in lieu of, normal annual rent payments. In addition, the Owner may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of written notice from the Owner an Appendix A or Appendix B, as appropriate, along with supporting